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Supr. Ct.

Vol. V

TRANSCRIPT OF RECORD

(Pages 3487 to 4396)

Supreme Court of the United States

OCTOBER TERM, 1947

No. 10

SCHINE CHAIN THEATRES, INC., ET AL.,
APPELLANTS,

vs.

THE UNITED STATES OF AMERICA

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

FILED OCTOBER 4, 1946.

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VOL. V

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Fifty-third Assignment

The Court erred in ordering the divestiture of any theatre interests in Piqua, Ohio, in view of the failure of the plaintiff to introduce any evidence with respect to said locality and the failure of the Court to make any findings of fact with respect thereto.

Fifty-fourth Assignment

The Court erred in ordering the divestiture of any theatre interests in Ravenna, Ohio, in view of the failure of the plaintiff to introduce any evidence with respect to said locality and the failure of the Court to make any findings of fact with respect thereto.

Fifty-fifth Assignment

The Court erred in ordering the divestiture of any theatre interests in Richmond, Ky., in view of the failure of the plaintiff to introduce any evidence with respect to said locality and the failure of the Court to make any findings of fact with respect thereto.

Fifty-sixth Assignment

The Court erred in ordering the divestiture of any theatre interests in Rochester, N. Y. because the plaintiff failed to introduce any evidence with respect to said locality showing or tending to show that the acquisition [fol. 5593] by the defendants of any such interest in said locality, or the maintenance and use by the defendants of any such interest in said locality was or is the result of, or pursuant to, or has resulted in any conduct on the part of the defendants, or any of them, in violation of Sections 1 and 2 of the Sherman Act or that divestiture thereof or of any part thereof is otherwise warranted by Sections 1 and 2 of the Sherman Act.

Fifty-seventh Assignment

The Court erred in ordering the divestiture of any theatre interests in Salamanca, N. Y. because the plaintiff failed to introduce any evidence with respect to said locality showing or tending to show that the acquisition by the defendants of any such interest in said locality, or the main-

tenance and use by the deefndants of any such interest in said locality was or is the result of, or pursuant to, or has resulted in any conduct on the part of the defendants, or any of them, in violation of Sections 1 and 2 of the Sherman Act or that divestiture thereof or of any part thereof is otherwise warranted by Sections 1 and 2 of the Sherman Act.

Fifty-eighth Assignment

The Court erred in ordering the divestiture of any theatre interests in Seneca Falls, N. Y. because the plaintiff failed to introduce any evidence with respect to said locality showing or tending to show that the acquisition by the defendants of any such interest in said locality, or the main-
[fol. 5594] tenance and use by the defendants of any such interest in said locality was or is the result of, or pursuant to, or has resulted in any conduct on the part of the defendants, or any of them, in violation of Sections 1 and 2 of the Sherman Act or that divestiture thereof or of any part thereof is otherwise warranted by Sections 1 and 2 of the Sherman Act.

Fifty-ninth Assignment

The Court erred in ordering the divestiture of any theatre interests in Syracuse, N. Y. because the plaintiff failed to introduce any evidence with respect to said locality showing or tending to show that the acquisition by the defendants of any such interest in said locality, or the maintenance and use by the defendants of any such interest in said locality was or is the result of, or pursuant to, or has resulted in any conduct on the part of the defendants, or any of them, in violation of Sections 1 and 2 of the Sherman Act or that divestiture thereof or of any part thereof is otherwise warranted by Sections 1 and 2 of the Sherman Act.

Sixtieth Assignment

The Court erred in ordering the divestiture of any theatre interests in Tiffin, Ohio, in view of the failure of the plaintiff to introduce any evidence with respect to said locality and the failure of the Court to make any findings of fact with respect thereto.

[fol. 5595] Sixty-first Assignment

The Court erred in ordering the divestiture of any theatre interests in Van Wert, Ohio because the plaintiff failed to introduce any evidence with respect to said locality showing or tending to show that the acquisition by the defendants of any such interest in said locality, or the maintenance and use by the defendants of any such interest in said locality was or is the result of, or pursuant to, or has resulted in any conduct on the part of the defendants, or any of them, in violation of Sections 1 and 2 of the Sherman Act or that divestiture thereof or of any part thereof is otherwise warranted by Sections 1 and 2 of the Sherman Act.

Sixty-second Assignment

The Court erred in ordering the divestiture of any theatre interests in Watertown, N. Y. because the plaintiff failed to introduce any evidence with respect to said locality showing or tending to show that the acquisition by the defendants of any such interest in said locality, or the maintenance and use by the defendants of any such interest in said locality was or is the result of, or pursuant to, or has resulted in any conduct on the part of the defendants, or any of them, in violation of Sections 1 and 2 of the Sherman Act or that divestiture thereof or of any part thereof is otherwise warranted by Sections 1 and 2 of the Sherman Act.

Sixty-third Assignment

The Court erred in ordering the divestiture of any theatre interests in Wooster, Ohio, in view of the failure [fol. 5596] of the plaintiff to introduce any evidence with respect to said locality and the failure of the Court to make any findings of fact with respect thereto.

The following assignments relate to the original judgment and amended judgment and the proceedings, findings and conclusions supporting the same.

Sixty-fourth Assignment

The Court erred in decreeing that the defendants and their affiliated corporations be dissolved, realigned or reorganized in their ownership or control so that fair competition between them and other theatres may be restored and

thereafter maintained; because this decree was not warranted by the findings of fact and by the evidence, and was contrary thereto.

Sixty-fifth Assignment

The Court erred in its conclusions and judgment that Schine Chain Theatres, Inc. has monopolized and attempted to monopolize the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Sixty-sixth Assignment

The Court erred in its conclusions and judgment that Schine Theatrical Co., Inc. has monopolized and attempted [fol. 5597] to monopolize the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Sixty-seventh Assignment

The Court erred in its conclusions and judgment that Schine-Lexington Corporation has monopolized and attempted to monopolize the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Sixty-eighth Assignment

The Court erred in its conclusions and judgment that Schine Enterprises Corporation has monopolized and attempted to monopolize the licensing of the exhibition of motion picture films in various cities and towns in violation

of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence, and were contrary thereto.

[fol. 5598] Sixty-ninth Assignment

The Court erred in its conclusions and judgment that Schine Circuit, Inc. has monopolized and attempted to monopolize the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventieth Assignment

The Court erred in its conclusions and judgment that Chesapeake Theatre Corporation has monopolized and attempted to monopolize the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventy-first Assignment

The Court erred in its conclusions and judgment that J. Myer Schine has monopolized and attempted to monopolize the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid [fol. 5599] statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence and were contrary thereto.

Seventy-second Assignment

The Court erred in its conclusions and judgment that Louis W. Schine has monopolized and attempted to monopolize the licensing of the exhibition of motion picture films in

various cities and towns in violation of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventy-third Assignment

The Court erred in its conclusions and judgment that John A. May has monopolized and attempted to monopolize the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and the business of operating motion picture theatres in various towns in violation of the aforesaid statute; because this judgment and these conclusions were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventy-fourth Assignment

The Court erred in its conclusions and judgment that the defendant Schine Chain Theatres, Inc. has maintained a combination with the other defendants and contracted, [fol. 5600] conspired and combined with them to monopolize, and for the purpose of monopolizing the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventy-fifth Assignment

The Court erred in its conclusions and judgment that the defendant Schine Theatrical Co., Inc. has maintained a combination with the other defendants and contracted, conspired and combined with them to monopolize, and for the purpose of monopolizing the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations

described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventy-sixth Assignment

The Court erred in its conclusions and judgment that the defendant Schine Lexington Corporation has maintained a combination with the other defendants and con-
[fol. 5601] tracted, conspired and combined with them to monopolize, and for the purpose of monopolizing the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventy-seventh Assignment

The Court erred in its conclusions and judgment that the defendant Schine Enterprise Corporation has maintained a combination with the other defendants and contracted, conspired and combined with them to monopolize and for the purpose of monopolizing the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventy-eighth Assignment

The Court erred in its conclusions and judgment that the defendant Schine Circuit, Inc. has maintained a combination with the other defendants and contracted, conspired and
[fol. 5602] combined with them to monopolize, and for the purpose of monopolizing the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect

of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Seventy-ninth Assignment

The Court erred in its conclusions and judgment that the defendant Chesapeake Theatre Corporation has maintained a combination with the other defendants and contracted, conspired and combined with them to monopolize, and for the purpose of monopolizing the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eightieth Assignment

The Court erred in its conclusions and judgment that the defendant J. Myer Schine has maintained a combination with the other defendants and contracted, conspired and combined with them to monopolize, and for the [fol. 5603] purpose of monopolizing the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eighty-first Assignment

The Court erred in its conclusions and judgment that the defendant Louis W. Schine has maintained a combination with the other defendants and contracted, conspired and combined with them to monopolize, and for the purpose of monopolizing the licensing of the exhibition of motion

picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eighty-second Assignment

The Court erred in its conclusions and judgment that the defendant John A. May has maintained a combination with the other defendants and contracted, conspired and combined with them to monopolize, and for the purpose [fol. 5604] of monopolizing the licensing of the exhibition of motion picture films in various cities and towns in violation of sections 1 and 2 of the Sherman Act, and with the effect of suppressing competition and monopolizing exhibition of films distributed by each of the film corporations described in various towns and cities in violation of the aforesaid statute; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eighty-third Assignment

The Court erred in its conclusions and judgment that Columbia Pictures Corporation and the defendants have contracted, conspired and combined with each other with the effect of suppressing competition and monopolizing exhibition of films distributed by said distributor corporation in various towns and cities, in violation of sections 1 and 2 of the Sherman Act; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eighty-fourth Assignment

The Court erred in its conclusions and judgment that Twentieth Century-Fox Film Corporation and the defendants have contracted, conspired and combined with each other with the effect of suppressing competition and monopolizing exhibition of films distributed by said distributor corporation in various towns and cities, in violation of sections 1 and 2 of the Sherman Act; because said conclusions

and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

[fol. 5605] Eighty-fifth Assignment

The Court erred in its conclusions and judgment that Loew's Incorporated and the defendants have contracted, conspired and combined with each other with the effect of suppressing competition and monopolizing exhibition of films distributed by said distributor corporation in various towns and cities, in violation of sections 1 and 2 of the Sherman Act; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eighty-sixth Assignment

The Court erred in its conclusions and judgment that Paramount Pictures, Inc. or Paramount Film Distributing Corporation and the defendants have contracted, conspired and combined with each other with the effect of suppressing competition and monopolizing exhibition of films distributed by said distributor corporation in various towns and cities, in violation of sections 1 and 2 of the Sherman Act; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eighty-seventh Assignment

The Court erred in its conclusions and judgment that R. K. O. Radio Pictures, Inc. and the defendants have contracted, conspired and combined with each other with the effect of suppressing competition and monopolizing exhibition of films distributed by said distributor corporation in various towns and cities, in violation of sections 1 and 2 of [fol. 5606] the Sherman Act; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eighty-eighth Assignment

The Court erred in its conclusions and judgment that United Artists Corporation and the defendants have contracted, conspired and combined with each other with the effect of suppressing competition and monopolizing exhibi-

tion of films distributed by said distributor corporation in various towns and cities, in violation of sections 1 and 2 of the Sherman Act; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Eighty-ninth Assignment

The Court erred in its conclusions and judgment that Universal Pictures Company, Inc. or Universal Film Exchanges, Inc. and the defendants have contracted, conspired and combined with each other with the effect of suppressing competition and monopolizing exhibition of films distributed by said distributor corporation in various towns and cities, in violation of sections 1 and 2 of the Sherman Act; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Nin-tieth Assignment

The Court erred in its conclusions and judgment that Warner Bros. Pictures, Inc. or Vitagraph, Inc. and the de- [fol. 5607] fendants have contracted, conspired and combined with each other with the effect of suppressing competition and monopolizing exhibition of films distributed by said distributor corporation in various towns and cities, in violation of sections 1 and 2 of the Sherman Act; because said conclusions and judgment were not warranted by the findings of fact and by the evidence, and were contrary thereto.

Ninety-first Assignment

The Court erred in its conclusions and judgment that Schine Chain Theatres, Inc. had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used predatory practices; because this judgment was not warranted by the findings of fact and by the evidence, and was contrary thereto.

Ninety-second Assignment

The Court erred in its conclusions and judgment that Schine Theatrical Co., Inc., had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used

predatory practices; because this judgment was not warranted by the findings of fact and by the evidence, and was contrary thereto.

Ninety-third Assignment

The Court erred in its conclusions and judgment that Schine-Lexington Corporation had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used predatory practices; because this judgment was not warranted by the findings of fact and by the evidence, and was contrary thereto.

[fol. 5608] Ninety-fourth Assignment

The Court erred in its conclusions and judgment that Schine Enterprises Corporation had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used predatory practices; because this judgment was not warranted by the findings of fact and by the evidence, and was contrary thereto.

Ninety-fifth Assignment

The Court erred in its conclusions and judgment that Schine Circuit, Inc. had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used predatory practices; because this judgment was not warranted by the findings of fact and by the evidence, and was contrary thereto.

Ninety-sixth Assignment

The Court erred in its conclusions and judgment that Chesapeake Theatre Corporation had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used predatory practices; because this judgment was not warranted by the findings of fact and by the evidence, and was contrary thereto.

Ninety-seventh Assignment

The Court erred in its conclusions and judgment that J. Myer Schine had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used predatory practices; because this judgment was not warranted by the

findings of fact and by the evidence, and was contrary thereto.

[fol. 5609] Ninety-eighth Assignment

The Court erred in its conclusions and judgment that Louis W. Schine had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used predatory practices; because this judgment was not warranted by the findings of fact and by the evidence, and was contrary thereto.

Ninety-ninth Assignment

The Court erred in its conclusions and judgment that John A. May had, as a means of monopolizing contrary to sections 1 and 2 of the Sherman Act, used predatory practices; because this judgment was not warranted by the findings of fact and by the evidence, and was contrary thereto.

One Hundredth Assignment

The Court erred in enjoining the defendants from monopolizing the supply of major first run films in any situation where there is a competing theatre suitable for first run exhibition thereof, because this injunction was not warranted by the findings of fact and by the evidence, and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred First Assignment

The Court erred in enjoining the defendants from monopolizing the supply of second run films in any situation where there is a suitable theatre for second run exhibition thereof; because this injunction was not warranted by [fol. 5610] the findings of fact and by the evidence, and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred Second Assignment

The Court erred in enjoining the defendants from demanding or receiving clearance over theatres operated by others, which unreasonably restricts their ability to compete with a theatre owned or operated by a defendant or

corporation controlled by it; because this injunction was not warranted by the findings of fact and by the evidence, and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred Third Assignment

The Court erred in enjoining the defendants from attempting to control the admission prices charged by others by agreement with distributors, demands made upon distributors, or by any means whatsoever; because this injunction was not warranted by the findings of fact and by the evidence and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred Fourth Assignment

The Court erred in enjoining the defendants from conditioning the licensing of films in any competitive situation outside of Buffalo, New York upon the licensing of films in any other situation; because this injunction was not warranted by the findings of fact and by the evidence, and was [fol. 5611] contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred Fifth Assignment

The Court erred in enjoining the defendants from entering into any film franchise because this injunction was not warranted by the findings of fact and by the evidence, and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred Sixth Assignment

The Court erred in enjoining the defendants from acquiring any theatre interest, pending the further order of this Court; because this injunction was not warranted by the findings of fact and by the evidence, and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred Seventh Assignment

The Court erred in enjoining the defendants from selling any theatre interest pending the further order of this Court; because this injunction was not warranted by the findings of fact and by the evidence and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy, and further, because this injunction was not among the remedies sought by the plaintiff in any of the pleadings herein, and was directly contrary to the remedies sought by the plaintiff herein.

[fol. 5612] One Hundred Eighth Assignment

The Court erred in enjoining the defendants from enforcing any existing agreements heretofore entered into (1) not to compete or (2) to restrict the use of any real estate to non-theatrical purposes; because this injunction was not warranted by the findings of fact and by the evidence, and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred Ninth Assignment

The Court erred in enjoining the defendants from using any threats or deception as a means whereby a competitor is induced to sell; because this injunction was not warranted by the findings of fact and by the evidence, and was contrary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

One Hundred Tenth Assignment

The Court erred in enjoining the defendants from continuing any contract, conspiracy or combination with each other or with any other person which has the purpose or effect of maintaining the exhibition or theatre monopolies of the defendants or of preventing any other theatre or exhibitor from competing with the defendants or any of them, and from entering into any similar contract, conspiracy, or combination for the purpose or with the effect of restraining or monopolizing trade and commerce between the states; because this injunction was not warranted by the findings of fact and by the evidence, and was con-

trary thereto, and was too general and indefinite in terms and in excess of any appropriate remedy.

[fol. 5613] One Hundred Eleventh Assignment

The Court erred in entering findings of fact, conclusions of law and judgment drafted and submitted by plaintiff's attorneys without affording to defendants' attorneys any opportunity to present objections thereto or to propose changes therein or pertinent additions thereto, or any opportunity to be heard thereon, and nothwithstanding the fact that said findings of fact, conclusions of law and judgment were not warranted by the facts found and by the evidence, and were contrary thereto.

One Hundred Twelfth Assignment

The Court erred in not granting in its entirety the defendants' motion filed November 10, 1945 to amend the Findings of Fact and Conclusions of Law entered by the Court on or about November 1, 1945, and in the several particulars in which it was not granted.

One Hundred Thirteenth Assignment

The Court erred in granting in part the plaintiff's motion filed on or about February 1, 1946 to amend the findings of fact and conclusions of law and the judgment entered by the Court on or about November 1, 1945 and in the several particulars in which said motion was granted.

One Hundred Fourteenth Assignment

The Court erred in making findings of fact and quotations based exclusively on papers erroneously admitted in evidence and described in the one hundred fifteenth assignment of error. These findings and quotations are set out in [fol. 5614] the Findings of Fact drafted by plaintiff's attorneys and entered by the Court on November 1, 1945, particularly in Findings of Fact 9, 11, 17, 23, 24, 25 and 26.

One Hundred Fifteenth Assignment

The Court erred in admitting in evidence, and in denying defendants' motion to strike out and to limit the effect

so that they would not be taken as evidence of the truth of the statements contained in them, the exhibits listed below, notwithstanding the fact that all that had appeared as to who fabricated them was that in compliance with a subpoena the respective distributor corporations, not defendants, had directed a search of files in their respective home, district and branch offices and had produced them by a designated officer or employee who had no further knowledge concerning the papers produced. There was no evidence as to who, if any one, dictated them, who wrote them, who, if any one, signed them, or that they were uttered, sent or received by any one. There was no evidence that any opinions stated in them were those of a qualified person or within the scope of the duties of any person. There was no opportunity to examine or to cross examine any witness concerning the papers or the opinions or other statements in them. There was no evidence that any of these papers had gone from or to any of the defendants or were known to them. Most of the papers were framed like internal memoranda within the respective distributors. There was no evidence that any one of these papers was an act in furtherance of any conspiracy. On the contrary, many of them disclosed non-cooperation and competitive antagonism.

[fol. 5615] Defendants' objections to this type of evidence *was* first noted with respect to the introduction of exhibits P10 and P11, which were received in evidence at page 288 of the typewritten stenographic minutes. Defendants' objections to the receipt thereof and of similar exhibits appears at page 276 to page 288 of the typewritten stenographic minutes.

At the close of the plaintiff's case, the Court admitted by a single ruling, the following listed exhibits. The defendants' objections covering all these matters and separately as to each paper were summarized and stated at length in the stenographic minutes at pages 3284 to 3288, 3424 to 3458, 3589 to 3610 and 3937 to 3963. The blanket ruling appears at page 3955 and other rulings appear at pages 3610, 3612 and 3964. The exhibits are described at pages 3983 to 3989.

The list of the exhibits so admitted is as follows:

76	218	308	381	456 [2]	549
163 [3]	226	310	384	459 [2]	554 [3]
164	227	318	385	476 [5]	559
165	228	319	386	488	560
166	229 [3]	321	387	494	561
167	230	322	388	497	566
168	236	323	390	499	574
169	243	338	393	500	597
170	259	356	396	518	598
171	273	361	397	519 [4]	599
172	282	363	412	526	600
173	283	366	413	527	601
176	286	367	425	528	662
178	288	368	426	530	
179	292	369	430 [1]	539	
190	300	370 [4]	435	542 [3]	
216	307	374	444	546 [3]	

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[1] There are two exhibits 430 listed. The description at page 3989 fits exhibit 433 which is not listed.

[2] These exhibits were originally excluded at pages 3264 to 3278 after which the Court reserved its ruling. Exhibit 456 was thereafter stricken by the memorandum attached to the opinion of October 8, 1945.

[3] These exhibits were to be strictly construed according to memorandum attached to opinion.

[4] These exhibits were partially stricken in memorandum attached to opinion.

[5] Exhibit 476 is described at page 3989 as a letter from Aaron to Pielow. This is exhibit 496 which is not listed. Exhibit 476 is a letter from Lynch to Maw.

[fol. 5616] The Court also erred in admitting the following exhibits at the pages listed:

Exhibit Number	Stenographic Minutes, Page
886	3610
887, 888	3613
200, 201, 202	3263
389	4579
391, 392	4566/7
409	4578
424	4515
441	4515
455	3264-3278
457	3264-3278
491	4515
509, 510	4515
550	4427
567	1697
653	1960

[fol. 5617] One Hundred Sixteenth Assignment

The Court erred in directing the entry of judgment herein on November 1, 1945 without having specially found the facts herein and stated separately its conclusions of law thereon.

One Hundred Seventeenth Assignment

The Court erred in directing the entry herein on March 29, 1946 of an amended judgment without having specially found the facts herein and stating separately its conclusions of law thereon.

One Hundred Eighteenth Assignment

The Court erred in failing to dismiss the complaint herein in view of its express finding that there was no evidence of any acts committed by the defendants or any of them, or any course of conduct pursued by them in violation of the anti-trust laws, since prior to the commencement of the trial of this case, to wit, since prior to May 19, 1942, and in view of the further fact that there was no evidence of any likelihood that any such acts would be committed or such conduct pursued by the defendants or any of them in the future.

[fol. 5618] One Hundred Nineteenth Assignment

The Court erred in enjoining the defendants from continuing any contract, conspiracy or combination with each other or with any other person which has the purpose or effect of maintaining the exhibition or theatre monopolies of the defendants or of preventing any other theatre or exhibitor from competing with the defendants or any of them, and from entering into any similar contract, conspiracy or combination for the purpose or with the effect of restraining or monopolizing trade and commerce between the states in view of its express finding that there was no evidence of any acts committed by the defendants or any of them or any course of conduct pursued by them in violation of the anti-trust laws since prior to the commencement of the trial of this case, to wit, since prior to May 19,1942, and in view of the further fact that there was no evidence of any likelihood that any such acts would be committed or such conduct pursued by the defendants or any of them in the future.

One Hundred Twentieth Assignment

The Court erred in holding that the corporate defendants in this case were not in essence a single exhibitor and as such incapable of conspiring among themselves.

One Hundred Twenty-first Assignment

The Court erred in drawing an inference unfavorable to the defendants from the failure of the defendants to produce as witnesses upon the trial of this case all of the [fol. 5619] persons employed by the distributors who were formerly defendants herein, as sales managers or branch and exchange managers during the period in question in view of the fact that the failure to produce such persons was directly due to the voluntary dismissal by the plaintiff of said distributors as defendants in this case.

One Hundred Twenty-second Assignment

The Court erred in failing to draw an inference unfavorable to the plaintiff from the failure of the plaintiff to call as witnesses more than a small percentage of the persons named by the plaintiff in its bills of particulars and answers to interrogatories as having been injured by the

alleged wrongful acts of the defendants, and as being prospective witnesses.

One Hundred Twenty-third Assignment

The Court erred in attempting to determine for itself what constitutes reasonable or unreasonable clearance (Findings of Fact Nos. 8, 9(b), 17, and Conclusions of Law Nos. 4(b) and 5(b)) in the absence of any testimony on that point by any person properly qualified so to testify.

One Hundred Twenty-fourth Assignment

The Court erred in attempting to determine what constitutes reasonable or unreasonable clearance on the basis of hearsay declarations by persons not properly qualified and not produced as witnesses upon the trial of this case.

[fol. 5620] One Hundred Twenty-fifth Assignment

The Court erred in attempting to determine what constitutes reasonable or unreasonable clearance without taking into consideration or requiring any evidence with respect to factors admittedly determinative of such reasonableness or unreasonableness and without giving any consideration to the plaintiff's express admissions of facts relating thereto.

One Hundred Twenty-sixth Assignment

The Court erred in holding (Finding of Fact No. 16) that the defendants, because of their great buying power, were able to obtain concessions not obtainable by independents in view of the absence of any evidence to such effect and in view of the uncontradicted testimony of the sales managers of the distributors to the contrary.

One Hundred Twenty-seventh Assignment

The Court erred in holding (Finding of Fact No. 16) that the defendants, by reason of franchise agreements entered into prior to May 19, 1942 (voided thereafter), were able to reap benefits unavailable to independents and utilize the same against independent operators as a means of restraint, in view of the absence of any evidence to such effect and in view of the uncontradicted testimony of the sales managers of the distributors to the contrary.

One Hundred Twenty-eighth Assignment

The Court erred in holding (Finding of Fact No. 7) that the defendants, because of their great buying power, were [fol. 5621] able to exert pressure on distributors to obtain prefe-nces, in view of the absence of any evidence to such effect and in view of the uncontradicted testimony of the sales managers of the distributors to the contrary.

One Hundred Twenty-ninth Assignment

The Court erred in holding (Finding of Fact No. 7) that the defendants, because of their great buying power and by combining the open and closed towns in deals with distributors, were enabled to dictate terms to the distributors, in view of the absence of any evidence to such effect and in view of the uncontradicted testimony of the sales managers of the distributors to the contrary.

One Hundred Thirtieth Assignment

The Court erred in holding (Finding of Fact No. 7) that the alleged ability of the defendants to dictate terms was further increased by the authority of Schine to buy product for theatres not owned or operated by it in view of the absence of any evidence to such effect and in view of the further fact that, as shown by defendants' answer to plaintiff's interrogatories, all but one of the theatres for which the defendants bought product were theatres in which the defendants had a financial interest.

One Hundred Thirty-first Assignment

The Court erred in making finding of fact No. 3 instead of the finding requested by defendants in Par. I (1) of their motion pursuant to Rule 52(b).

[fol. 5622] One Hundred Thirty-second Assignment

The Court erred in making finding of fact No. 4 instead of the finding requested by defendants in Paragraph I (2) of their motion pursuant to Rule 52(b).

One Hundred Thirty-third Assignment

The Court erred in making finding of fact No. 5 instead of the finding requested by defendants in Paragraph I (3) of their motion pursuant to Rule 52(b).

One Hundred Thirty-fourth Assignment

The Court erred in making finding of fact No. 6 instead of the finding requested by defendants in Paragraph I (4) of their motion pursuant to Rule 52(b).

One Hundred Thirty-fifth Assignment

The Court erred in making finding of fact No. 7 instead of the finding requested by defendants in Paragraph I (5) of their motion pursuant to Rule 52(b).

One Hundred Thirty-sixth Assignment

The Court erred in making finding of fact No. 8 instead of the finding requested by defendants in Paragraph I (6) of their motion pursuant to Rule 52(b).

One Hundred Thirty-seventh Assignment

The Court erred in making finding of fact No. 9 instead of the finding requested by defendants in Paragraph I(7) of their motion pursuant to Rule 52(b).

[fol. 5623] One Hundred Thirty-eighth Assignment

The Court erred in making finding of fact No. 10, 11b and 11f instead of the finding requested by defendants in Paragraph I (8a, b, c, d, e, and f) of their motion pursuant to Rule 52(b).

One Hundred Thirty-ninth Assignment

The Court erred in making findings of fact No. 11a, 11e, 11h and 11i instead of the findings requested by defendants in Paragraph I(9a, b, c and d) of their motion pursuant to Rule 52(b).

One Hundred Fortieth Assignment

The Court erred in making finding No. 12 instead of the finding requested by defendants in Paragraph I (10) of their motion pursuant to Rule 52(b).

One Hundred Forty-first Assignment

The Court erred in making finding No. 13 instead of the finding requested by defendants in Paragraph I (11) of their motion pursuant to Rule 52(b).

One Hundred Forty-second Assignment

The Court erred in making finding of fact No. 15 instead of the finding requested by defendants in Paragraph I (12) of their motion pursuant to Rule 52(b).

One Hundred Forty-third Assignment

The Court erred in making finding of fact No. 16 instead of the finding requested by defendants in Paragraph I(13) of their motion pursuant to Rule 52(b).

[fol. 5624] One Hundred Forty-fourth Assignment

The Court erred in making finding of fact No. 17 instead of the finding requested by defendants in Paragraph I (14) of their motion pursuant to Rule 52(b).

One Hundred Forty-fifth Assignment

The Court erred in making finding of fact No. 20 instead of the finding requested by defendants in Paragraph I (15) of their motion pursuant to Rule 52(b).

One Hundred Forty-sixth Assignment

The Court erred in making finding of fact No. 21 instead of finding requested by defendants in Paragraph I (16) of their motion pursuant to Rule 52(b).

One Hundred Forty-seventh Assignment

The Court erred in making finding of fact No. 22 instead of the finding requested by defendants in Paragraph I (17) of their motion pursuant to Rule 52(b).

One Hundred Forty-eighth Assignment

The Court erred in making finding of fact No. 27 instead of finding requested by defendants in Paragraph I (18) of their motion pursuant to Rule 52(b).

One Hundred Forty-ninth Assignment

The Court erred in making finding of fact No. 28 instead of finding requested by defendants in Paragraph I (19) of their motion pursuant to Rule 52(b).

[fol. 5625] One Hundred Fiftieth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"There is no evidence that J. Myer Schine, acting as an individual, committed any act or pursued any course of conduct in violation of the Anti-Trust laws."

One Hundred Fifty-first Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"There is no evidence that Louis W. Schine, acting as an individual, committed any act or pursued any course of conduct in violation of the Anti-Trust Laws."

One Hundred Fifty-second Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"There is no evidence that John A. May acting as an individual, committed any act or pursued any course of conduct in violation of the Anti-Trust laws."

One Hundred Fifty-third Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"J. Myer Schine acted in connection with any matter involved in the issues in this case, as an officer, director or agent of the corporate defendant Schine Chain Theatres, Inc."

[fol. 5626] One Hundred Fifty-fourth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Louis W. Schine acted if at all in connection with any matter involved in the issues in this case, as an officer, director or agent of the corporate defendant Schine Chain Theatres, Inc."

One Hundred Fifty-fifth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"John A. May acted in connection with any matter involved in the issues in this case, as an officer, director or agent of the corporate defendant Schine Chain Theatres, Inc."

One Hundred Fifty-sixth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"For the past 15 to 20 years the normal method of licensing the exhibition of copyrighted motion picture photoplays in the United States of America, including the states of New York, Ohio, Kentucky, Maryland, Delaware and Virginia, has been on a so-called run basis, to wit:—For a first run to a theatre in a local competitive area with such exclusive exhibition rights and clearance privileges, if any, as may be appropriate to the successful exploitation of said copyrights in said area; for such subsequent runs in said area, and with such exclusive rights and privileges, if any, as may be [fol. 5627] appropriate to the successful exploitation of said copyrights in said area."

One Hundred Fifty-seventh Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"It has been the usual and customary practice for the distributor to agree with its licensees that it will not exhibit or grant a license to exhibit its photoplays for exhibition in conflict with the run licensed the exhibitor, or prior to the clearance period agreed upon with the exhibitor."

One Hundred Fifty-eighth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"The motion picture industry has developed under the existence of clearance and runs. It is by such a

system with initially large receipts from prior run exhibitions and successive reduction of license charges that satisfactory revenue can be derived by the producers and distributors so that costly feature pictures can be made available to the whole public at varying admission prices."

One Hundred Fifty-ninth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In each competitive area under normal business conditions of free competition each distributor desires to license its films for successive runs in such area [fol. 5628] under such clearance terms as will yield the maximum total license revenue from the area. In determining which theatre shall have which runs its past business relations with the theatre, the skill and character of its management, its size, location, equipment and drawing power are all features which among others may influence such decision."

One Hundred Sixtieth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Motion pictures are works of art and are the subject of copyright. They have no uniform or market value and the revenue which an owner of a copyright can derive from any picture or group of pictures depends upon the ability of the distributor to market them in different situations to the best advantage."

One Hundred Sixty-first Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In a competitive area, where there are opposing possible theatres, to which films may be licensed, the distributor generally licenses the picture and determines the rental in accordance with the box office grossing ability of the picture at the theatre to which the distributor decides to license the picture."

One Hundred Sixty-second Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

[fol. 5629] "The cost of the original production of a picture to the point where the negative is ready, so that positives for showing can be made, at times runs into millions of dollars. Each positive taken from the negative costs approximately $185 or more in addition, and if it is in technicolor the cost of the positive runs much higher."

One Hundred Sixty-third Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"For the average picture Fox makes about 300 positive prints of an 'A' picture and on an especially good picture as high as 360-370 such prints."

One Hundred Sixty-fourth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"There are in operation in the United States, equipped for sound, in excess of 17,000 theatres."

One Hundred Sixty-fifth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"A very good picture distributed by Fox would play approximately 14,000 of those theatres.

One Hundred Sixty-sixth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"A single print would be called upon to serve from 40 to 50 theatres."

[fol. 5630] One Hundred Sixty-seventh Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"An ordinary tour of a print from the time it leaves the exchange to go to one theatre, through transporta-

tion time, time of exhibition at the theatre, transportation time on return of the print, and inspection requires several days before the print can start out for its next theatre."

One Hundred Sixty-eighth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Fox serves that print over about a year of time to cover all the theatres in which that particular print is exhibited."

One Hundred Sixty-ninth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Fox has 31 exchange centers, each serving an area in which from 450 to 500 theatres on an average are located."

One Hundred Seventieth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"The prints are served in a sequence of time, starting generally to play first the larger theatres in the larger cities and towns, because those are the theatres that [fol. 5631] do the biggest business and the distributor regards them as a show window for the entire exchange territory, and in that show window the picture is well advertised, in the newspapers and sometimes in radio programs and in lobby displays and in front of the theatre."

One Hundred Seventy-first Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"The effort of the distributor and of the exhibitor is to have the selection of the theatres to show at a particular time, so made that they will be spaced in areas so that the pictures are shown in the different theatres in such a way that a particular picture showing in one

theatre will not draw directly away from another theatre playing the same picture that day."

One Hundred Seventy-second Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In determining the runs and the period and area of clearance the distributor figures that there is a certain amount of money that an individual of the public has to spend for motion picture entertainment during a given week, and that there is competition for that sum because what is spent to see it in the first run house will leave so much less to be spent in the second run house, so that the first run house and the second run house playing later are in competition with each other or with any other theatre and the distributor desires to have as [fol. 5632] much go into the first run house because the distributor can get more money out of that theatre than out of subsequent run theatres."

One Hundred Seventy-third Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"The plan of clearance came into the industry as a means of protecting the prior run theatre whose capital cost is very large, running in a medium size town in the early days from $75,000 to $100,000 up to an investment of a million dollars or more in later days, which needed the protection for the investment by playing the first run of the picture a sufficient length of time before a second run in the same competitive area, so that the expectation that the picture might be seen in the same competitive area too soon would not detract from the attendance at the first run theatre and the consequent box office receipts there.".

One Hundred Seventy-fourth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In determining the film rental, whether a percentage rental or a flat rental, the distributors aim at 35% of the gross box office receipts as the index in pricing."

One Hundred Seventy-fifth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

[fol. 5633] "It is the custom of the industry, if the box office receipts fall below the expectation on which the flat rental was based, to make subsequently a reduction in that rental to the point where the exhibitor can at least break even or show a small profit."

One Hundred Seventy-sixth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In determining the rental in the first place the distributor endeavors to estimate how much money the theatre could gross on the particular picture."

One Hundred Seventy-seventh Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In the normally successful downtown city theatre, with a seating capacity of 1600, conducting a matinee and two successive evening performances, it is estimated that in the course of the three performances there will be in the aggregate 1600 admissions, so that if the average admission price was 25 cents, the gross to be expected would be $400 a day, or for a 4-day showing of $1600."

One Hundred Seventy-eighth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"At 35% of this estimate the asking price would be something like $550 for a flat rental for the picture."

[fol. 5634] One Hundred Seventy-ninth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"It is customary to allow a deduction for the cost of a second feature if the theatre is showing double

features, and for the cost of outside attractions at the theatre while showing the picture before applying the 35%."

One Hundred Eightieth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"The effort of the distributor is to get the percentage of gross receipts at a second or subsequent run theatre in the same way as at a first run theatre."

One Hundred Eighty-first Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Where there is only one theatre in a particular competitive area, the principal competition to supply pictures to that theatre is among the ten larger companies—Columbia, Fox, Metro, Monogram, Paramount, Republic, RKO, United Artists, Universal and Warners—and of these, Fox, Metro, Paramount, RKO, and Warner are sometimes spoken of as the Big Five, producing the larger number of pictures which are box office attractions in the cities, but the Western and action pictures, in which Republic and Monogram [fol. 5635] have specialized, are most popular in the little towns of the South and West and more preferred on that account by exhibitors."

One Hundred Eighty-second Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Where there is more than one theatre that is a possibility for the distributor to sell, the distributor in selecting the customer to be obtained, if possible, takes into consideration the ability of the customer to gross, the operation of the theatre, the people conducting the business, the more substantial business man of the two, the theatre itself, in view of the distributor's desire to play its pictures in the nicest theatre with comfortable seats, a theatre showing a good clear picture on the screen, one that is well ventilated and

well managed all the way through, with a desire to play the picture in the theatre charging the higher admission price, and there are other elements to be considered."

One Hundred Eighty-third Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In selecting a second run in a competitive area the distributor takes into consideration first a protection of the film rental that is expected to come out of the first run and then the distributor makes sure that the operation of the theatre and the playing of the picture there will not harm the possibility of that picture doing its full amount of business, the full amount of business it is capable of doing at the first [fol. 5636] run house, and the distributor also takes into consideration the condition of the house itself, the projection, sound, ventilation and location of the theatre, with an inclination toward a busy corner or a location where more people are closer to the theatre, rather than one that is around the corner and off the beaten path."

One Hundred Eighty-fourth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"At times a picture after playing a first run in a theatre will be moved over to another theatre, operated in common interest with the first, and this is ordinarily done without any interval of time between the end of the showing in the one theatre and its opening up in the other, and this is called a move-over run, which is treated as a part of the first run, as an entire run, and not as a second run."

One Hundred Eighty-fifth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"The foregoing policies are in general the policies of each of the distributors."

One Hundred Eighty-sixth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Distributors consider that clearance is one of the most important things that they have to sell."

[fol. 5637] One Hundred Eighty-seventh Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"If a customer is a solid customer, who pays his bills and gives an honest count, and the distributor has been dealing with him over a long period of time, they don't get a guarantee from him on the percentage pictures."

One Hundred Eighty-eighth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"The distributors considered the Schine Circuit terms to be very satisfactory terms and the deals made with that Circuit were comparable with the deals made with anybody else."

One Hundred Eighty-ninth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In selling a group of pictures to the Schine Circuit there might be some pictures sold at 35%, some sold for lesser terms, and some on flat rental, dependent on the quality of the picture in general and the distributor's ability to get the price."

One Hundred Ninetieth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"The effort of the distributor is to get a price which is fair both to the distributor and to the exhibitor, and [fol. 5638] to take into consideration the effect on subsequent sales to him."

One Hundred Ninety-first Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In fixing a price to one theatre consideration is not given to the price charged to another theatre, but to the expectation of the gross box office receipts of the particular theatre."

One Hundred Ninety-second Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Size of theatre alone does not determine, as amount of playing time and ability to fill the house must also be considered."

One Hundred Ninety-third Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"It is to the advantage of the distributor to have the first run theatre also play the second run."

One Hundred Ninety-fourth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"In issuing licenses for more than one season's product, which the plaintiff has described as a franchise, no distinction is made between large circuits and inde- [fol. 5639] pendent exhibitors operating only a few theatres, and more franchises have been issued to the latter than to the former."

One Hundred Ninety-fifth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Such a franchise to independent small exhibitors and to circuits is advantageous at times both to the distributor and to the exhibitor as it gives the distributor an assured outlet in the town, saves the expense of going back and selling the town each year, and it gives the exhibitor an assured supply."

One Hundred Ninety-sixth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Independent exhibitors and affiliated exhibitors regarded clearance as of much importance and sought and believed that it improved the receipts of the theatre having it."

One Hundred Ninety-seventh Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Distributors in the general course of their sales policy send out salesmen to solicit theatres which the distributor desires to sell and to bring in applications for contracts, if they can be obtained, to the branch managers, who consider them. If they disapprove, they send the salesman back to see whether a better contract [fol. 5640] can be obtained, or if the branch manager thinks the contract an advisable one, he forwards it with his recommendations either to the home office of the distributor or to the district manager, who in turn if he favors the contract forwards it to the home office. No contract is made until the general manager at the home office has approved the contract, and no one except such manager has authority to approve a contract."

One Hundred Ninety-eighth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"It is estimated that about 1% of Paramount's film rental revenue came from the Schine Circuit."

One Hundred Ninety-ninth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"It does not appear that in negotiating with the Schine Circuit any distributor has pursued any abnormal policy."

Two Hundredth Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"To the knowledge of the general sales managers of the respective distributors, Fox, Loew's Paramount, RKO, United Artists, Universal and Warners, there has not been any conversation with any of the defendants or their executives or employees not to deal with any competing exhibitors or to restrict the terms of such dealings."

[fol. 5641] Two Hundred First Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

"Schine did not in the course of negotiations for the acquisition of any theatre at any time say to the prospective seller that if he did not sell to Schine he would have difficulty in getting product for his theatre. Schine did not say to any such person that if he did not sell to Schine he would open up another theatre in the town. Schine has not told any one else to make any such statements in negotiating for theatres for Schine. Schine was at the time of any such negotiations aware that any one had made any such statements. Schine has not said to any one that he approved of their making or having made any such statements. Schine has not asked any distributor to suggest to any person with whom Schine was negotiating for a theatre, or for any interest therein, that unless the theatre or an interest therein was sold to Schine, it would be difficult for the theatre to obtain product. Schine has not in any conversation with any employee of Columbia, Fox, Loew's, Paramount, RKO, United Artists, Universal or Vitagraph said that any one of them should not deal with a competing exhibitor to Schine. Schine has not written any such statement to any of them. Schine has not said to any one of them that if they made such a sale Schine would not buy from them elsewhere in the Schine Circuit. Schine has not for the acquisitions of theatres made any threats or misrepresentations."

[fol. 5642] Two Hundred Second Assignment

The Court erred in failing to find as requested by the defendants in their motion under Rule 52(b) that:

> "No competent or properly qualified witness was produced by the plaintiff upon the trial to testify as an expert, as to what constituted reasonable or unreasonable clearance, or as to the factors which must be considered in determining whether clearance is reasonable or unreasonable."

Two Hundred Third Assignment

The Court erred in failing to make the findings requested by the defendants in "Defendants' Request for Findings" dated January 24, 1945, the error being hereby assigned with respect to each failure to make each respective finding requested.

Two Hundred Fourth Assignment

The Court erred in failing to make the conclusions of law requested by the defendants in their motion under Rule 52(b) under Paragraph V, 1 to 9 inclusive.

Two Hundred Fifth Assignment

The Court erred in its failure to strike and eliminate from its findings of fact, the statements and language constituting or involving conclusions of law as requested in defendants' motion under Rule 52(b), Paragraph III, 76 to 84 inclusive.

[fol. 5643] Two Hundred Sixth Assignment

The Court erred in denying defendants' motion to strike all that part of the second amended complaint which deals with any theatres located in the State of New York or operated in the State of New York (which motion and ruling appears at pages 95 and 96 of the typewritten stenographic minutes).

Two Hundred Seventh Assignment

The Court erred in holding that the defendants had illegally stifled competition or monopolized the theatre business in different locations in the absence of any proof of any

motive on the part of the defendants so illegally to stifle competition or to monopolize the theatre business and in the face of direct evidence to the contrary.

Two Hundred Eighth Assignment

The Court erred in failing to dismiss the complaint because the evidence introduced by the plaintiff failed to prove the allegations of the complaint as amended and as modified by plaintiff's bills of particulars.

Wherefore the defendants severally pray that said judgments and each of them, may be held erroneous and accordingly reversed and for such other and fit relief as the Court may deem just and proper.

Respectfully submitted for each defendant separately, Willard S. McKay, Attorney for Defendants.

Arthur Garfield Hays, of Counsel.

[fol. 5644] In United States District Court

Bond on Appeal

Know all men by these presents, that we, Schine Chain Theatres, Inc., Schine Theatrical Co., Inc., Schine-Lexington Corporation, Schine Enterprises Corporation, Schine Circuit, Inc., Chesapeake Theatre Corporation, J. Myer Schine, Louis W. Schine, John A. May, as principals and Maryland Casualty Company as surety, are held and firmly bound unto the United States of America in the sum of One thousand dollars ($1,000) to be paid to the said United States of America, to which payment we bind ourselves, our successors, and assigns, jointly and severally. Sealed and signed this 26th day of August, 1946.

Whereas, on the fifth day of July, 1946, in an action pending in the United States District Court for the Western District of New York between the United States of America as plaintiff and the first named obligors as defendants, a final order was entered and designated "Order Setting Forth Plan Effectuating Judgment" and the said defendants having obtained the allowance of an appeal from said order to the Supreme Court of the United States.

Now the condition of this obligation is such that if the said defendants shall prosecute their appeal with effect and satisfy the said order in full together with costs, interest and damages for delay, if for any reason the appeal is dismissed or if the order is affirmed, and satisfy in full such modification of the order and such costs, interest and damages as the Supreme Court may adjudge and award, [fol. 5645] then this obligation shall be void, otherwise to remain in full force and effect.

(Sgd) Louis W. Schine, Treas., Schine Chain Theatres, Inc. (Corp. Seal); Louis W. Schine, Treas., Schine Theatrical Co., Inc. (Corp. Seal); Louis W. Schine, Treas., Schine-Lexington Corporation (Corp. Seal); Louis W. Schine, Treas., Schine Enterprises Corporation (Corp. Seal); Louis W. Schine, Treas., Schine Circuit, Inc. (Corp. Seal); Louis W. Schine, Treas., Chesapeake Theatre Corporation (Corp. Seal); J. Myer Schine (L.S.), Louis W. Schine (L.S.), John A. May (L.S.), as Principals. Maryland Casualty Company, By Walter T. Jackson, Jr., Attorney-in-Fact, as Surety.

(Sgd) John Knight, United States District Judge.

Approved August 28, 1946.

Certificate of authorization of attorney in fact and justification attached.

[fol. 5646] IN THE DISTRICT COURT OF THE UNITED STATES

PETITION FOR APPEAL AND ORDER ALLOWING THE SAME—August 26, 1946

The defendants, Schine Chain Theatres, Inc., Schine Theatrical Co., Inc., Schine-Lexington Corporation, Schine Enterprises Corporation, Schine Circuit, Inc., Chesapeake Theatre Corporation, J. Myer Schine, Louis W. Schine and John A. May, having heretofore separately appealed from the judgment entered in the above entitled cause on November 1, 1945 and from the amended judgment entered herein on March 29, 1946, which said appeal was duly allowed by order dated April 17, 1946, and now separately alleging that each is aggrieved by the order and judgment entered herein

on July 5, 1946 and designated "Order Setting Forth Plan [fol. 5647] Effectuating Judgment" and by the proceedings upon which said order and judgment is based, do each separately hereby pray an appeal to the Supreme Court of the United States.

Pursuant to Rule 12, Paragraph 1 of the Revised Rules of the Supreme Court of the United States, the defendants present to this court herewith a statement showing the basis of the jurisdiction of the Supreme Court to entertain an appeal in this cause.

The particulars wherein the defendants consider the action of the Court erroneous are set forth in the assignment of errors accompanying this petition and to which reference is hereby made.

Defendants Pray that their appeal may be allowed and that citation be issued as provided by law, and that a transcript of the record, proceedings, documents and papers upon which said decree was based, duly authenticated be sent to the Supreme Court of the United States under the rules of said Court in such cases made and provided.

Schine Chain Theatres, Inc., Schine Theatrical Co., Inc., Schine-Lexington Corporation, Schine Enterprises Corporation, Schine Circuit, Inc., Chesapeake Theatre Corporation, J. Myer Schine, Louis W. Schine, John A. May. By their attorney (for each defendant separately) Willard S. McKay.

Arthur Garfield Hays, of Counsel.

[fols. 5648-5649] The above named defendants having duly filed the foregoing petition for appeal and also having filed their assignment of errors and prayer for reversal, and a jurisdictional statement pursuant to Rule 12, Paragraph 1 of the Revised Rules of the Supreme Court of the United States, and having in all respects conformed to the statutes and rules in such cases made and provided,

It is therefore ordered, that the said appeal be and the same hereby is allowed as prayed for.

Enter,

John Knight, U. S. D. J.

Dated, Buffalo, N. Y., August 26, 1946.

[fol. 5650] IN THE SUPREME COURT OF THE UNITED STATES

STATEMENT OF POINTS ON WHICH THE APPELLANTS INTEND TO RELY, AND DESIGNATION OF THE PARTS OF THE RECORD WHICH THEY THINK NECESSARY FOR THE CONSIDERATION THEREOF, PURSUANT TO RULE 13, PARAGRAPH 9—Filed October 22, 1946

The appellants, Schine Chain Theatres, Inc., et al., intend to rely upon each of their formal assignments of error, and adopt the same as their statement of points to be relied upon, but for convenience and brevity propose to group the discussion of said points as follows:

1. The Order and Judgment of the District Court, dated July 5, 1946, was improper and without force or effect, for the reasons assigned in the First, Second and Eighth Assignments of Error (Defendants' Assignments of Error, dated August 26, 1946, Case No. 572).

2. The Divestiture Order of July 6, 1946, was improvidently, improperly and prematurely made and entered for the reasons assigned in the Third, Fourth, Fifth, Sixth and Seventh Assignments of Error.

[fol. 5651] 3. The District Court's Divestiture Order of July 6, 1946, was unscientific, illogical, punitive, rather than remedial, in its purpose and effect. It was without any precedent in law, and not based upon any evidence or findings showing the necessity therefor, or that it would have any tendency whatever to correct the alleged evils in the motion picture business, or create, maintain or restore competition in the motion picture industry, or that it would benefit the public, or that it would have any effect whatsoever except to penalize and punish the defendants by inflicting severe financial loss without corresponding benefit to the public.

4. All other considerations aside, the plans of realignment submitted by the defendants should not have been rejected by the District Court in favor of divestiture without having taken any evidence with respect to their probable efficacy, or without giving any consideration to the proven efficacy, up to the date of trial, of the injunctive provisions of the temporary order, dated May 19, 1942, or to the probable effect upon the motion picture business

generally of the decision of the District Court of the Southern District of New York in *United States* v. *Paramount, et al.*, 16 Fed. 323 (which decision, although not binding upon the Court was before the Court in connection with the defendants' motion for a stay, dated June 7, 1946), as more particularly set forth in Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth and Nineteenth Assignments of Error.

5. In ordering the sale within six months of the properties referred to in paragraph I-E of its Divestiture Order, the District Court went outside of the testimony in the case and ordered the sale of said properties, for no reason except for the fact that on May 19, 1942, the defendants had voluntarily agreed to endeavor to sell said properties buf [fol. 5652] had been unable to do so prior to the expiration date of the order of May 19, 1942, as extended, and in the face of the further fact that with respect to the Strand Theatre, Cumberland, Maryland, the defendants had been relieved by the Court from making any further efforts to sell said property.

6. As a corollary to Point 10 in Case No. 571, there is nothing to show that the District Court at any time had before it the parties whose compliance would be necessary to enforce the sale of the theatre properties referred to in the Divestiture Order.

7. In making an order that the theatre properties of the defendants in certain named localities should be sold by a trustee, the District Court acted as to certain properties without any evidence whatsoever with respect thereto, and as to certain other properties without any evidence showing, or tending to show, that the acquisition by the defendants of their theatre interests in said localities and/or the maintenance and use by the defendants of such theatre interests was, or is, the result of, or pursuant to, or has resulted in any conduct on the part of the defendants or any of them in violation of Sections 1 and 2 of the Sherman Act, or that the divestiture thereof, or of any part thereof, is otherwise warranted by Sections 1 and 2 of the Sherman Act. The errors of the Court in this respect are more particularly set forth in the Twenty fourth to the Sixty third assignments of error, inclusive.

8. There is no reason whatever for including the individual defendants in the Divestiture Order, yet the Court addressed its said order to all of the defendants, including the individual defendants, without assigning any reason for so doing.

[fol. 5653] Said appellants hereby designate as considered necessary for the consideration of the points on which the appellants intend to rely, the following parts of the transcript of the record as certified by the Clerk of the United States District Court for the Western District of New York:

Page No. Clerk's Transcript	
4929*	1. Plaintiff's proposed plan of reorganization, filed about February 25, 1946.
5275*	2. Defendants' objections to plaintiff's so-called plan of reorganization, filed on April 1, 1946.
1	3. Order entered July 5, 1946 and designated "Order Setting Forth Plan Effectuating Judgment."
6	4. Opinion of District Judge Knight dated July 5, 1946.
11	5. The Defendants' motion for an order amending and/or resettling and/or clarifying the order of July 5, 1946, filed July 15, 1946.
14	6. Stenographic transcript of the hearing upon said motion held at Buffalo, New York, July 22, 1946.
24	7. Defendants' motion dated May 22, 1946 for an Order to take further testimony, including supplemental affidavit of Arthur Garfield Hays, sworn to May 27, 1946.
33	8. Stenographic transcript of the hearing upon said motion held at Buffalo, New York, on May 28, 1946.
100	9. Defendants' motion for a stay dated June 7, 1946.
105	10. Stenographic transcript of the hearing upon said motion held at Buffalo, New York, June 17, 1946.
139	11. Stenographic transcript of hearing held at Buffalo, New York, on May 8, 1946.
165	12. Order dated June 24, 1946, denying defendants' motion to take further testimony.

* Record in Case No. 571.

[fol. 5654]

Page No.
Clerk's
Transcript

166 13. Order dated June 24, 1946, denying defendants' motion for a stay.

167 14. Defendants' proposals regarding realignment of Schine Circuit filed May 28, 1946.

188 15. Defendants' memorandum of May 28, 1946 (filed in connection with above Proposals and referred to therein).

238 16. Defendants' motion for a stay filed April 12, 1946.

240 17. Defendants' petition for appeal, and order allowing the same.

244 18. Bond on Appeal.

246 19. Jurisdictional statement dated and filed August 26, 1946.

252 20. Defendants' Assignments of Error dated and filed August 26, 1946.

21. This statement and designation.

[fols. 5655-5656] This statement and designation is being filed concurrently with a similar statement and designation for Case No. 571. Upon the assumption that these two cases will be argued and submitted either concurrently or consecutively, the appellants state that all points relied upon in Case No. 571 will also be relied upon in Case No. 572, and vice versa, and that all portions of the record designated as necessary to print for consideration of Case No. 571, shall also be a part of the record in Case No. 572, and vice versa.

The appellants respectfully reserve the right to amend and/or supplement the foregoing statement and designation after the determination by the Court of appellee's motion to dismiss or affirm in Case No. 571 now pending before the Court.

Dated: New York, October 18, 1946.

Respectfully submitted for each appellant separately, Willard S. McKay, Attorney for Appellants.

[fols. 5657-5658] [File endorsement omitted.]

[fol. 5659] IN THE SUPREME COURT OF THE UNITED STATES

COUNTER DESIGNATION OF PARTS OF THE RECORD—Filed October 31, 1946

Appellee designates, as considered necessary for the consideration of the appeal, the following parts of the transcript of the record, as certified by the Clerk of the United States District Court for the Western District of New York, which were not included in appellants' designation of Oct. 18, 1946.

1. All exhibits introduced in evidence by the plaintiff.

2. Such parts of defendants' answers to interrogatories as offered in evidence on pages 3751 through 3771 of the stenographer's transcript of the testimony and proceedings on October 26, 1944.

3. Order of July 13, 1942, modifying order of May 19, 1942.

4. Final report re order of May 19, 1942, filed by defendants on July 3, 1943.

5. Amendment to said final report, filed on July 29, 1943.

6. Defendants' motion to dismiss suit, filed on February 24, 1944.

[fol. 5660] 7. Defendants' motion for relief from divestiture provisions of order of May 19, 1942, filed on February 24, 1944.

8. Plaintiff's petition for appointment of a trustee to carry out divestiture provisions of order of May 19, 1942, filed on February 24, 1944.

9. Defendants' motion for leave to acquire Liberty Theatre at Cumberland, Maryland.

10. Transcript of hearing held at Buffalo, New York on March 20, 1944.

11. Transcript of hearing held at Buffalo, New York on April 10, 1944.

12. Defendants' answer to petition for appointment of trustee, filed on April 10, 1944.

13. Order extending time for filing motions to amend findings and judgment to December 7, 1945, entered on November 9, 1945.

14. Order extending plaintiff's time for filing said motions until February 4, 1946 and continuing hearing set for December 10, 1945 on defendants' motions to said date, entered on November 28, 1945.

15. Motion and order extending time of hearing on defendants motions pursuant to Rule 62(b) and (c) from December 17, 1945 to February 4, 1946, entered on December 21, 1945.

16. Motion and order extending time for hearing on defendants' motions and upon plaintiff's motion from February 4, 1946 to February 25, 1946, and extending time of plaintiff and defendants within which to submit plans of reorganization to the same date, entered on February 4, 1946.

17. Plaintiff's memorandum attached to and filed in support of plan of reorganization, filed on February 20, 1946.

18. Transcript of hearing held at Buffalo, New York on February 25, 1946.

[fol. 5661] 19. Motion and order extending defendants' time to file objections to plaintiff's plan to April 1, 1946.

20. Plaintiff's reply to defendants' objections to its plan of reorganization, filed on April 12, 1946.

21. This designation.

With respect to the exhibits and answers by defendants under interrogatories, only such of these should be printed as the parties may agree upon as being necessary for inclusion in the printed record.

This designation is being filed concurrently with a similar designation, in case No. 571.

—— ——, Acting Solicitor General.

I hereby certify that I have this day served a copy of the foregoing Counter Designation of Parts of the Record on

William S. McKay, Esquire, 630 Fifth Avenue, New York (20), N. Y., by mailing a copy to him at his business address.

——— ———, Acting Solicitor General.

Dated at Washington, D. C. this 31st day of October, 1946

[fols. 5662-5663] [File endorsement omitted.]

[fol. 5664] SUPREME COURT OF THE UNITED STATES.

STIPULATION AS TO PRINTING OF RECORD—Filed July 11, 1947

It is hereby stipulated, consented, and agreed, by and between counsel for the respective parties hereto that the printed record on appeal in this matter shall consist of the following, to be printed in the following order:

	Page Number of Original Transcript
1. Original complaint	4939
2. Amended complaint, filed May 12, 1941	5175
3. Second amended complaint. (Not included in transcript. To be furnished by stipulation.)	
4. Defendants' answer to second amended complaint	4725
5. Bills of particulars filed by plaintiff.	
(a) Bill of particulars, dated July 8, 1940	4965
(b) Bill of particulars, dated October 1, 1940	4991
[fol. 5665] (c) Bill of particulars, dated September 4, 1941	5015
(d) Supplemental bill of particulars, dated December 4, 1941	5019
(e) Amendment to supplemental bill of particulars, dated December 8, 1941	5055

Page Number of Original Transcript

6. Interrogatories propounded by defendants and plaintiff's answers thereto

(a) Defendants' interrogatory, dated September 12, 1941 5057

(b) Plaintiff's answers, dated November 19, 1941 5101

(c) Further answers of plaintiff to defendants' interrogatories, dated March 5, 1942 5119

(d) Supplement to further answers, dated March 17, 1942 5143

(e) Supplement to further answers, dated April 14, 1942 5145

7. Defendants' request for admission of facts, dated May 24, 1944 5211

8. Plaintiff's answer to request for admission of facts, dated June 5, 1944 5147

9. Defendants' answers to plaintiff's interrogatories. (Not numbered in transcript; sent down as originals.)

(a) The preface to defendants' answers to plaintiff's interrogatories, being the first two pages in booklet containing said answers.

[fol. 5666] (b) So much of the defendants' answer to plaintiff's interrogatory No. 2 as was introduced in evidence at page 3751 of the stenographer's transcript of testimony.

(c) So much of the defendants' answer to plaintiff's interrogatory No. 3 as was introduced in evidence at pages 3752-3753 of the stenographer's transcript of testimony.

(d) Defendants' answer to plaintiff's interrogatories numbered 4, 7, 15, 16, 17,

	Page Number of Original Transcript
17-A, 17-B, 17-C, 18 and supplemental schedule thereto, 19, 22, 23, 31, and 32.	
10. Stipulation filed on May 19, 1942 for a postponement of the trial until May 19, 1944, and for a temporary order, and a copy of that order entered on or about May 19, 1942	4737
11. Transcript of proceedings before the Court at Buffalo, New York on May 19, 1942	5161
12. Order of July 13, 1942, modifying order of May 19, 1942	5481
13. Final report *re* order of May 19, 1942, filed by defendants on July 3, 1943	5482
[fol. 5667] 14. Amendment to said final report, filed on July 29, 1943	5519
15. Defendants' motion to dismiss suit, filed on February 24, 1944	5520
16. Defendants' motion for relief from divestiture provisions of order of May 19, 1942, filed on February 24, 1944	5521
17. Plaintiff's petition for appointment of a trustee to carry out divestiture provisions of order of May 19, 1942, filed on February 24, 1944	5522
18. Defendants' answer to petition for appointment of trustee, filed on April 10, 1944	5688
19. Motion for leave to acquire Liberty Theatre at Cumberland, Maryland. (See Certificate of Clerk)	5524
20. Transcript of hearing held at Buffalo, New York on March 20, 1944	5525
21. Transcripts of hearings held at Buffalo, New York on April 10 and 11, 1944	5601
22. Opinion rendered by Court on May 4, 1944 *re* defendants' motions (1) for leave to acquire a theatre, (2) to dismiss suit, and	

Page Number of Original Transcript

(3). to be relieved of divestiture provisions of order of May 19, 1942, and plaintiff's petition for appointment of trustee for sale to carry out said provisions 5695

23. Order and stipulation extending order of May 19, 1942 to May 31, 1944, entered on May 19, 1944 5704

[fol. 5668] 24. Order filed by Court on May 31, 1944, pursuant to opinion filed on May 4, 1944 5706

25. Acceptance filed by defendants on June 15, 1944, pursuant to Court's order of May 31, 1944 5710

26. The stenographer's transcript of the testimony and proceedings May 31, 1944 to November 10, 1944, typewritten pages 1 to 4723 inclusive 1

27. Order of the Court, October 16, 1944, approving contract of sale of four theatres to A. C. Hayman 5173

28. Report filed by defendants *re* sale of theatres under order of May 19, 1942, filed on November 16, 1945 5711

29. Defendants' request for findings, dated January 24, 1945 5908

30. Certificate of Clerk, dated June 2, 1946, re proposed findings and judgment 5153

31. Opinion of District Judge Knight, dated October 8, 1945, and accompanying memorandum, pages A & B, and action on Defendants' objections to testimony and exhibits 5218

32. Certificate of Clerk of District Court that no Notice of Settlement of the proposed findings and judgment referred to in Item 30 above, was filed by the Plaintiff in the District Court 5155

Page Number of Original Transcript

[fol. 5669] 33. Stipulation between attorneys for the respective parties, dated September 6, 1946 5052

34. Findings of the Court, dated October 31, 1945, and filed November 1, 1945 4869

35. Judgment of the Court, entered November 1, 1945 4887

36. Defendants' motion to amend findings, conclusions and judgment, filed November 10, 1945 5250

37. Plaintiff's Motion to amend findings, conclusions and judgment 4891

38. Supplemental judgment entered by Court on November 8, 1945 5713

39. Transcript of hearing held at Buffalo, New York on February 25, 1946 5727

40. Decision of Judge Knight on foregoing motions to amend, dated March 8, 1946; filed March 11, 1946 4897

41. Plaintiff's proposed amended findings of the Court and amended judgment, submitted to the Court shortly prior to March 29, 1946. (See Certificate of Clerk, dated July 2, 1946.) 5157

42. Certificate of Clerk of District Court that no Notice of Settlement of the proposed amended findings of the Court and amended Judgment was filed by the Plaintiff in the District Court 5159

43. Amended findings and conclusions of the Court, filed March 29, 1946 4903

[fol. 5670] 44. Amended Judgment entered on March 9, 1946 4925

45. Plaintiff's proposed plan of reorganization, filed about February 25, 1946 4929

	Page Number of Original Transcript
46. Plaintiff's memorandum attached to and filed in support of plan of reorganization, filed on February 20, 1946	5719
47. Defendants' objections to Plaintiff's so-called plan of reorganization, filed on April 1, 1946	5275
48. Plaintiff's reply to defendants' objections to its plan of reorganization, filed on April 12, 1946	5847
49. Transcript of hearing held at Buffalo, New York on April 16, 1946	5866
50. Defendants' Notice of Appeal and Petition for allowance and jurisdictional statement, and assignment of errors, filed April 15, 1946, and allowance thereof, dated April 17, 1946	5399

	Page Number of Transcript Filed Pursuant to Defendants' Praecipe Dated August 27, 1946 A
51. Defendants' Motion for a Stay filed April 12, 1946	238
52. Stenographic transcript of hearing held at Buffalo, New York on May 8, 1946	139
[fol. 5671] 53. Defendants' motion dated May 22, 1946 for an Order to take further testimony, including supplemental affidavit of Arthur Garfield Hays, sworn to May 27, 1946	24
54. Stenographic transcript of the hearing upon said motion held at Buffalo, New York on May 28, 1946	33
55. Defendants' proposals regarding re-alignment of Seltnic Circuit filed May 28, 1946	167
56. Defendants' memorandum of May 28, 1946 (filed in connection with above Proposals and referred to therein	188

	Page Number of Transcript Filed Pursuant to Defendants' Praecipe Dated August 27, 1946
57. Defendants' motion for a stay dated June 7, 1946	100
58. Stenographic transcript of the hearing upon said motion held at Buffalo, New York June 17, 1946	105
59. Order dated June 24, 1946 denying defendants' motion to take further testimony	165
60. Order dated June 24, 1946 denying defendants' motion for a stay	166
61. Opinion of District Judge Knight, dated July 5, 1946	6
62. Order entered July 5, 1946 and designated "Order Setting Forth Plan Effectuating Judgment"	1
[fol. 5672] 63. The Defendants' motion for an order amending and/or re-settling and/or clarifying the order of July 5, 1946, filed July 15, 1946	11
64. Stenographic transcript of the hearing upon said motion held at Buffalo, New York, July 22, 1946	14
65. Defendants' assignments of error dated and filed August 26, 1946	252
66. Bond on Appeal	244
67. Defendants' petition for appeal, and order allowing the same	240
68. This stipulation.	

[fol. 5673] It is further stipulated, consented, and agreed that the following exhibits be printed in their entirety as part of the printed record on appeal:

P-2	209	390	561
P-3	216	391	566
P-4	218	392	567
P-6	226	393	574
P-7	227	396	597
P-8	228	397	598
P-9	229	409	599
P-10	230	412	600
P-11	236	413	601
P-12	243	424	602
P-13	259	425	618
P-17	273	426	619
P-18	281	430	634
P-20	282	433	645
P-21	283	435	648
P-25	286	441	648A
P-39	288	444	649
P-47	292	455	650
P-53	300	456	651
P-60	307	457	652
P-63	308	459	653
P-64	310	476	662
P-73	312	488	682
P-74	313	491	686
P-75	314	494	687
P-76	318	496	688
82	319	497	690
89	321	499	691
97	322	500	717
163	323	509	719
164	337	510	765
165	338	511	773
166	356	518	774
167	361	519	775
168	363	520	776
169	366	524	790
170	367	526	800
171	368	527	801
172	369	528	802
173	370	530	805
176	374	539	812
178	381	542	818
179	384	546	820
190	385	549	823
195	386	550	824
200	387	554	825
201	388	559	826
202	389	560	828

832	864	886	891
834	873	887	892
845	879	888	893
846	882	889	894

[fol. 5674]

896	R 1	D–13	D–133
897	R 2 (1–51)	D–14	D–137
899	R 20	D–15	D–138
900	R 37 (1–6) (8–83)	D–16	D–139
901	R 42	D–25	D–143
902	R 43	D–27	D–144
903	F 1	D–38	D–145
980	F 102–115	D–43	D–146
985	F 193	D–44	D–148B
986	C 100	D–46	D–148C
987	C 101	D–50	D–148E
988–994	C 102 (1–81)	D–51	D–148F
999	C 180	D–52	D–150
1004	C 181 (1–79)	D–53	D–153
1005	S 73	D–54	D–153A
1006	S 74	D–55	D–154
1007	S 75	D–56	D–156
1009	D–1	D–57	D–157
W 3	D–2	D–58	D–158
W 4 (1–99)	D–3	D–59	D–163
W 5	D–4	D–60	D–170
W 7	D–5	D–61	D–171
W 35 A & B	D–6	D–116	D–173
W 34 (1–80)	D–7	D–120	D–174
U 137	D–8	D–122	D–176
U 137 (1–75)	D–9	D–130	D–177
U 207	D–10	D–131	D–178
U 207 (1–89)	D–12	D–132	

[fol. 5675] It is further stipulated, consented, and agreed that the following exhibits be printed as part of the printed record on appeal to the extent or in the manner hereby designated:

81 In lieu of actual Exhibit, substitute the following statement: Lease of February 14, 1941 for 10 years from February 16, 1941, Michael Boumansour to Schine Theatrical Co., Inc., of the Plaza theatre at 10 Pearl Street, Malone, New York, with rental of $8,000 a year and deposit of $8,000 in advance for last year of term. Also print clause 10.

83 Omit acknowledgments.

85 In lieu of Exhibit 85, substitute the following statement: Purchase contract, dated May 24, 1937, be-

tween Young and Whitney, Inc. and Perry Theatre Corporation for sale to latter of property in Ilion, New York, known as the Capitol theatre, also property in Ilion, New York, known as the Opera House, used for commercial and office purposes, and assignment of lease of Temple theatre, Ilion, New York. A copy of said Temple lease is attached to said contract and is for a term of 5 years from May 5, 1937 at a rental of $1750 per year. The purchase price mentioned in said contract is $250,000.

96 Omit acknowledgment.

111 In place of actual Exhibit, copy through paragraph 6, then paragraph 11 and signatures. Omit the rest.

118 In lieu of actual Exhibit, copy through paragraph 6, then paragraph 9 and signatures. Omit the rest.

644-A Print only letter agreement covering 1934-35 season consisting of 2 pages; Pages 97, 98, 99 (deal sheets for Mt. Vernon, Ohio); Pages 105, 107, 108, 110 (control figures for Schine circuit).

[fol. 5676]

646 Print first two pages and first paragraph on Page 3 and signatures. Substitute words "Strand theatre, Bellefontaine, Ohio" for description on first page.

647 Omit starting with second full paragraph on Page 4 down to testimonium clause; also omit acknowledgments.

806 Print article dealing with theatre.

807 Print article dealing with theatre.

811 Print first page down through the word "therewith", fourth line from bottom. Copy Article II, and copy Article IV. Omit the rest.

854 Print article concerning theatre.

871 Omit acknowledgments.

872 Omit acknowledgments.

883 Print through second line on second page, last paragraph on page before signature page and signature page.

910 Print through first paragraph on second page and signature.

911 Print through second paragraph on second page and signatures.

912 Print through first paragraph on second page and signatures.

913 Print through first paragraph on second page and signatures.

914 Print through first paragraph on second page and signatures.

915 Just print the title page and the letter of October 27, 1941 and paragraphs 5, 6, 7, 16 and 24.

916 Print title page and copy paragraphs 4, 5, 6, 7, 16 and 24.

917 Print title page and copy paragraphs 4, 5, 6, 7, 16 and 24.

[fol. 5677]

918 Print first paragraph and last paragraph on page 1; also paragraph numbered 3 on next page. Include following statement: Lessees agree to remodel and equip building as a motion picture theatre and lease contains a provision for renewal at increased rental.

919 In lieu of actual Exhibit, substitute the following statement: Cancellation of Steele and Selman lease of October 31, 1934, covering Forum theatre in Norwalk, Ohio. Cancellation dated January 5, 1942.

920 In lieu of actual Exhibit, substitute the following statement: Lease from G. W. Croucher to Newark Theatres, Inc., dated April 15, 1926, of the Crescent theatre in Newark, New York, for 5 years from April 15, 1926 at annual rental of $4750.

921 Print all except acknowledgments.

922 Print all through signatures.

923 In lieu of actual Exhibit, substitute the following statement: Lease by J. J. Lannigan to Hi-Art Theatre Corporation, dated January 8, 1926, of the Hi-Art theatre in Lockport, New York, for 10 years from January 10, 1926 at $9,500 per year for the first 5 years and $10,000 per year for second 5 years. Print signatures and include guarantee agreement in full.

924 In lieu of actual Exhibit, substitute the following statement: Lease by J. J. Lannigan to Schine Theatrical Co. as of May 25, 1933 of Hi-Art theatre in Lockport, New York, for 2 years 10 months from March 10, 1933 at $4,000 a year.

925 Omit acknowledgments.

926 Copy first page through paragraph 1 over on second page and then state rent fixed at $5,500 a year. Copy signatures.

[fol. 5678]

927 Print first two pages, except last line on page 2; print second full paragraph on page 3 and third and fourth full paragraphs on page 5, and last paragraph on page 5 going over to page 60.

928 Omit acknowledgments.

929 In lieu of actual Exhibit, substitute the following statement: Lease of June 25, 1935 from Charles L. Mickey and Claud W. Mickey to Carl M. Kahn for 5 years from July 1, 1935. Then copy description on first page and second full paragraph on signature page.

930 In lieu of actual Exhibit, substitute the following statement: Lease of June 11, 1940 to the Fostoria Theatre Corporation, for 5 years from July 1, 1940 at $1,500 a year covering the premises (copy description on first page). Also copy paragraph 12 on page 4 and paragraph 14 on page 4 and signatures.

931 In lieu of actual Exhibit, substitute the following statement: Lease of April 1, 1936 from National City Bank of Cleveland, Trustee, to Crawford Theatre Company of the Southern theatre in Bucyrus, Ohio, for 5 years from April 1, 1936. Copy rental terms on pages 1-3, including option.

932 In lieu of actual Exhibit, substitute the following statement: Lease of April 1, 1941 to Crawford Theatre Company of the Southern theatre in Bucyrus, Ohio, for 2 years from April 1, 1941, at $2,400 a year. Copy signatures.

933 Print first 4 paragraphs and then last paragraph on page 3 going over on page 4.

934 In lieu of actual Exhibit, substitute the following statement: Lease of August 31, 1937 to Schine Theatrical Company, Inc., of the Opera House in Bellefontaine, Ohio, for one year from September 1, 1937, at $1,200.

[fol. 5679]

935 In lieu of actual Exhibit, substitute the following statement: Lease of August 31, 1938, to Schine Theatrical Company, Inc., of the Opera House in Bellefontaine, Ohio, for one year from September 1, 1938, at $1,200.

936 In lieu of actual Exhibit, substitute the following statement: Lease of August 31, 1939, to Schine The-

atrical Company, Inc., of the Opera House in Bellefontaine, Ohio, for one year from September 1, 1939, at $1,200.

937 In lieu of actual Exhibit, substitute the following statement: Lease of August 14, 1940, to Schine Theatrical Company, Inc., of the Opera House in Bellefontaine, Ohio, for one year from September 1, 1940, at $1,200.

938 In lieu of actual Exhibit, substitute the following statement: Lease of August 18, 1941, to Schine Theatrical Company, Inc., of the Opera House in Bellefontaine, Ohio, for one year from September 1, 1941, at $1200. Include signatures.

939 In lieu of actual Exhibit, substitute the following statement: Lease of August 3, 1931, by Daniel Guttilla to Schine Enterprises, Inc., of the Strand theatre in Bellefontaine, Ohio. Copy pages 1 and 2.

940 Copy page 1, including full paragraph beginning on that page and running over to page 2.

941 Copy first two pages, including full paragraph beginning on Page 2 and running over to Page 3.

942 In lieu of actual Exhibit, substitute the following statement: Lease of March 9, 1918, from Thomas N. Osborne to Maurice A. Shea of New Jefferson theatre, Auburn, New York, for 10 years from October 15, 1918, at $4,000 a year.

[fol. 5680]

943 In lieu of actual Exhibit, substitute the following statement: Lease of New Jefferson theatre, Auburn New York. Then copy first two paragraphs on Page 1 and habendum clause on Page 2.

944 Print first page and paragraphs numbered first and second on the second page and also signatures.

945 In lieu of actual Exhibit, substitute the following statement: Lease of July 9, 1938, to Upstate Amusement Company, Inc., of the New Jefferson theatre, Auburn, New York, for 10 years from May 11, 1938, at $9,000 a year. Print eleventh paragraph and signatures.

946 Print except for acknowledgments.

947 In lieu of actual Exhibit, substitute the following statement: Lease of May 20, 1936, of Opera House, Kent, Ohio, to Sidney Theatre Corporation for 5

years from June 1, 1936, at $3600 a year. Five year option to renew at same rental. Print last two paragraphs on signature page and signatures.

960 Omit acknowledgments.

961 Print except for acknowledgments.

962 Print first page.

982 Print letter exercising option and first two paragraphs of the lease and the last page through the signatures.

983 In lieu of actual Exhibit, substitute the following statement: Lease of July 5, 1938, to G-C Theatre Corporation of the Richardson theatre in Oswego, New York, for 2 years from August 1, 1938, at $6500 a year.

984 In lieu of actual Exhibit, substitute the following statement: Renewal of lease of the same theatre as in 983 to the same company, dated June 17, 1940, at same rental, for one year from July 31, 1940. Copy paragraph two.

[fol. 5681]

1008 Omit acknowledgments.

S-68 Omit paragraphs 7-12.

S-69 Omit Acknowledgments.

S-70 Omit ackowledgments.

S-71 Omit acknowledgments.

S-72 Print first two pages only. Omit acknowledgments.

S-76 Omit acknowledgments.

S-77 Omit acknowledgments.

D-112 Reproduce in reduced size.

[fol. 5682] It is further stipulated, consented, and agreed that the following exhibits are to be included in the printed record on appeal:

P-14.
P-15.
P-19.
P-23.
P-24.
P-27.
P-28.
P-29.
P-30.
P-31.

P-37.
P-42.
P-61.
P-62.
P-66.
P-67.
P-68.
P-69.
P-70 (Include rider).

122 (Add typewritten rider consisting of one page attached to and referring to contract for picture "I Knew Her When." Add rider for second run. No duplications.)

126 (Add typewritten rider consisting of one page attached to and referring to contract for picture "Call of the Wild." No duplications.)

128 (Add typewritten first rider attached to and referring to contract for picture "Dark Angel." No duplications.)

129 (Add all typewritten riders attached to and referring to contract for picture "Barbary Coast." No duplications.)

131 (Add all typewritten riders attached to and referring to Contract for three pictures. No duplications.)

[fol. 5683] 135 (Add typewritten rider consisting of two pages attached to and referring to contract for picture "Vogues of 1938." No duplications.)

138 (Add typewritten rider consisting of one page attached to and referring to contract for three pictures. No duplications.)

140 (Add typewritten rider consisting of two pages attached to and referring to contract for two pictures. No duplications.)

141 (Add typewritten rider consisting of two pages attached to and referring to contract for three pictures. No duplications.)

146 (Add typewritten rider consisting of two pages attached to and referring to contract for four pictures. No duplications.)

155 (Add typewritten rider consisting of one page attached to and refering to contract for picture "Great Dictator." No duplications.)

159 (Add typewritten riders attached to and referring to contract for picture "Westerner." No duplications.)

192.

268.
324 (as lettered).
326 (as lettered).
328 (as lettered).
330 (as lettered).
333 (as lettered).
339 (as lettered).
341 (as lettered).
343 (as lettered).
344 (as lettered).
563.
568.
604 (as lettered).
611 (as lettered).
613 (as lettered).
622 (as lettered).
628 (as lettered).
635 (as lettered).
637 (as lettered).
642 (as lettered).
672 (as lettered).
685 (as lettered).
698 (as lettered).
704 (as lettered).
718 (as lettered).
720-758.
759-764.
779-789.
791-799.
813.
[illegible]
829.
[fol. 5684] 840.
841.
842.
847-853.
863.
865-870.
874 (as lettered).
875-878 (as lettered).
905 (as lettered).
906 (as lettered).
907 (as lettered).
908 (as lettered).

909.
948 (two contracts).
949.
950.
951.
952.
953.
954.
955.
956.
957.
958.
959.
963-979.
981 and all sub-numbers.
W-6 (1)-(41).
W-8 (1)-(17).
W-33 (16) & (17).
W-18.
W-19.
R-3.
R-4.
R-5.
R-6.
R-7.
R-8.
R-9.
R-10.
R-11.
R-12.
R-13.
R-14.
R-15.
R-16.
R-17.
R-18.
R-21-34.
P-168-238.
PP-1-10.
F-2-64.
F-87.
F 101 (1)-(40), (42) & (43).
F-117-122.
F-125-192.

F-194-214.
D-42.
D-47.
D-48.
D-49.
D-69.
D-70.
D-71.
D-72.
D-73.
D-74.
[fol. 5685] D-75.
D-76.
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D-105.
D-106.

D-107.
D-110.
D-111.
D-117.
D-118.
D-123.
D-124.
D-125.
D-126.
D-127.
D-128.
D-129 (two contracts—also amendments attached).
D-140.
D-141.
D-142.
D-147.
D-148A.
D-148D.

[fol. 5686] However, it is stipulated, consented, and agreed that in printing the group of exhibits starting with P-14 just above listed, the Clerk of the Court shall print, unless otherwise designated above, only the following portions thereof:

Name of Distributor:
Season:
Contract date:
Approval date:
Theatre:
Schedule of Pictures licensed and terms:
No. of pictures offered:
No. of pictures licensed:

All printed portions containing blanks whether filled in or not, e. g., admission prices, clearance, approval dates and signatures; also all typewritten or written matter whether or not included in blanks in printed provisions.

It is stipulated, consented, and agreed that there be printed as part of the record on appeal, the annexed printed film license agreement forms, and it is hereby stipulated and agreed that said forms are to be deemed, as to the distributor concerned, to set forth such portions of the above listed exhibits as not printed. However, where the provisions of any film license agreement in evidence differ from the form of agreement so printed, either party hereto may refer to such different provision and in so doing shall

print the actual provision of the agreement referred to as an appendix to its brief.

It is stipulated, consented, and agreed that the parties hereto may refer in their briefs and on oral argument to any portion of the record on appeal in this case on file in the office of the Clerk whether or not said portion is included in the printed record on appeal, and it is further stipulated and agreed that either party may print as an appendix to its brief such portions of the record on file in [fol. 5687] the office of the Clerk as are not included in the printed record on appeal.

Willard S. McKay, Attorney for the Appellants Schine Chain Theatres, Inc., et al. Philip Marcus, Attorney for the United States of America.

Dated: July 10, 1947.

[fols. 5688-5689] [File endorsement omitted.]

[fols. 5690-5692] APPENDIX TO STIPULATION

Columbia—1936-37

Form S—14—A

License Agreement

Branch ..... Date ..... Contract No. .....

Salesman Name ..... Exhibitor's Name .....

COLUMBIA PICTURES CORPORATION

Agreement of license under copyright made in one or more counterparts between Columbia Pictures Corporation, a corporation (hereinafter referred to as the Distributor), party of the first part, and the Exhibitor (hereinafter named and referred to as the Exhibitor, operating the theatre hereinafter designated), party of the second part, as follows:

License

First. The Distributor grants the Exhibitor and the Exhibitor accepts, a limited license under the respective copyrights of the motion pictures embraced in the Schedule hereof and under the copyright of any matter included in any sound

recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the said theatre for the number of consecutive days specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Exhibitor will have at the date or dates of the exhibition of each such motion picture a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said [fol. 5693] copyrighted musical compositions. If more than one theatre is hereinafter designated the said motion pictures are licensed for exhibition at only one of such theatres unless otherwise in the Schedule specifically provided in writing.

Term and Warranty

Second. (a) The term of this Agreement shall begin with the date fixed or determined for the exhibition at the said theatre of the first motion picture deliverable hereunder and shall continue for a period of one year thereafter unless otherwise in the Schedule provided. The Distributor agrees during said term to deliver to the Exhibitor, and the Exhibitor agrees to exhibit at said theatre during said term upon the date or dates herein provided for, a positive print of each of said motion pictures. The Distributor warrants that each positive print will be in good physical condition for projection and exhibition, and will clearly reproduce the recorded sound in synchronism therewith if properly used upon standard reproducing equipment. If the recorded sound is not recorded upon a print, all references herein to a print shall be deemed to include the records, discs and any other device upon which sound may be recorded for reproduction with the exhibition of a print.

Damages Failure to Deliver

(b) If the Distributor shall fail or refuse to deliver, or the Exhibitor shall fail or refuse to exhibit during the term hereof, any of said motion pictures, or if the Distributor shall wilfully violate any of the provisions of Clause Seventh hereof, the Exhibitor or the Distributor, as the case may be,

shall pay the damage so caused and if such damage cannot be definitely computed shall pay as liquidated damages a sum equal to the fixed sum herein specified as the rental of each such motion picture or a sum computed as provided in Clause Third (c) hereof, if the rental of any such motion picture is to be determined, either in whole or in part upon a percentage of the admission receipts of said theatre or any part thereof or upon a percentage of such receipts and a fixed sum; provided that any claim by the Exhibitor with respect to the condition of a print shall be deemed to have been waived by the Exhibitor unless notice of such claim [fol. 5694] shall have been given by the Exhibitor to the Distributor's exchange from which the Exhibitor is served, by telephone or telegraph, or in person, immediately after the first public exhibition thereof by the Exhibitor and written confirmation thereof mailed by the Exhibitor upon the same day to the Distributor's said exchange.

Payment

Third. (a) Exhibitor agrees to pay for such license as to each such motion picture the fixed sums specified in the Schedule at least three (3) days in advance of the date of delivery of a print thereof at the Distributor's exchange or of the date of shipment to the Exhibitor from another exhibitor, unless after the acceptance of this application by the Distributor such payment shall be otherwise agreed to by the Distributor in writing signed by an officer of the Distributor. All payments hereunder shall be made to the Distributor at the City in which is located the exchange from which the Exhibitor is served.

Percentage Bookings

(b) If the rental of any of such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre or any part thereof, the Exhibitor agrees to pay such rental immediately after the last exhibition upon the last date of the exhibition of each such motion picture or if requested by the Distributor at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition of each such motion picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date.

Such statement shall be signed by the Exhibitor or the Manager or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and figures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an authorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said [fol. 5695] theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor makes certain expenditures and/or deductions, to examine all entries relating to such expenditures and/or deductions. Such right of access and examination of the Exhibitor's books and records limited as aforesaid, shall continue for a period of four (4) months after the receipt by the Distributor of each such statement. The Distributor agrees, unless such representative is in the continuous employ of the Distributor or employed as a checker, not to employ as a representative for such purposes any person a resident of or employed in the place where the said theatre is located, other than a person engaged in business as an accountant.

Liquidated Damages—Percentage Bookings

(c) If the Exhibitor fails or refuses to exhibit any of said motion pictures as herein provided and the rental or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre, the Exhibitor shall pay the Distributor as liquidated damages for each day the Exhibitor fails or refuses to exhibit such motion pictures, in addition to any fixed sums payable hereunder in respect of such motion picture, a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by the Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Distributor was exhibited at such theatre during said ninety day period, then a sum equal to such percentage of the average daily

gross receipts of such theatre during the period of thirty operating days immediately prior to the date or dates when such motion pictures should have been exhibited, or prior to the date of such failure or refusal to exhibit any of said motion pictures; provided that if the Exhibitor shall exhibit such motion pictures for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such [fol. 5696] percentage shall be computed upon a sum equal to sixty-five (65%) per cent of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

(d) If the rental of any such motion pictures is to be determined upon the admission receipts but with a minimum guaranteed rental, then the Exhibitor agrees to pay such minimum guaranteed rental in accordance with the provision of Sub-division (a) hereof. Any additional monies to be paid to Distributor as a percentage of the admission receipts shall be paid by the Exhibitor to Distributor in accordance with Sub-division (b) hereof.

Delivery and Return of Prints

Fourth. (a) After each of said motion pictures is generally released for public exhibition and becomes available for exhibition hereunder by the Exhibitor, the Distributor agrees to deliver as hereinafter provided, a print thereof to the Exhibitor.

(b) The public exhibition of any of said motion pictures for three (3) consecutive days at prices usually charged for admission to the theatre where so exhibited in the territory wherein is located the exchange from which the Exhibitor is served, excepting any "road show," "tryout," "preview," or "pre-release" exhibitions thereof, shall be deemed the general release for public exhibition of such motion picture, but only in such territory. A "pre-release" exhibition shall be deemed any exhibition because of seasonal conditions making desirable exhibitions in advance of general release as herein defined.

(c) The Exhibitor agrees to exhibit each of said motion pictures in the order of its general release by the Distributor in the exchange territory in which said theatre is located.

The Exhibitor shall have the right to select any of the motion pictures, excepting the last deliverable hereunder, for exhibition out of the order of its general release, sub-
[fol. 5697] ject to prior runs and/or clearance granted other exhibitors, on the date or dates determined as provided in Article Sixth hereof or otherwise agreed upon, but only upon the following conditions (a) that the Exhibitor is not in default hereunder and shall have fully complied with all the provisions, if any, set forth in the Schedule for the exhibition of one or more of said motion pictures at specified intervals; and (b) that the Distributor and the Exhibitor shall then agree upon the date or dates upon which all of the motion pictures generally released prior to the general release of such motion picture and available for exhibition hereunder shall be exhibited by the Exhibitor, which date or dates shall be within thirty (30) days from the first exhibition date of the motion picture to be exhibited out of the order of its general release; or in the alternative the Exhibitor shall then pay to the Distributor the license fee for each of such motion pictures then generally released and available for exhibition hereunder and as to any thereof which shall not be exhibited by the Exhibitor within thirty days from the first exhibition date of the motion picture to be exhibited out of the order of its general release, the grant of the run and clearance period in respect thereof shall be deemed waived by the Exhibitor. Upon the failure or refusal of the Exhibitor to exhibit any of such motion pictures then generally released and available for exhibition hereunder within said thirty-day period or to pay the license fee thereof, the right of the Exhibitor to thereafter select for exhibition any motion picture out of the order of its general release shall be forfeited. The provisions of this paragraph (c) shall not be deemed to limit or qualify the provisions of Article Sixth hereof, excepting as in this paragraph (c) specifically provided.

(d) The distributor shall make deliveries hereunder to the Exhibitor or to the Exhibitor's authorized agent, by delivery at the Distributor's exchange, or to a common carrier, or to the United States Postal authorities. If deliveries are made to a carrier or to a post office, they shall be made in time for prints to reach the place where the said theatre is located in time for inspection and a projection thereof before the usual time for opening said theatre.

[fol. 5698] (e) Exhibitor agrees to return immediately after the last exhibition on the last date of exhibition licensed, each print received hereunder with its reels and containers, to the exchange of the Distributor from which the Exhibitor is served or as otherwise directed by the Distributor in the same condition as when received, reasonable wear and tear due to proper use excepted. Exhibitor agrees to pay all costs of transportation of such prints, reels, and containers from the Distributor's exchange or the last previous exhibitor having possession of the same, and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange, transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

(f) If Exhibitor fails to or delays the return of any positive print to the Distributor or fails to forward or delays forwarding (as directed by the Distributor) any such print to any other exhibitor, the Exhibitor agrees to pay the Distributor the damage, if any, so caused the Distributor and in addition the damage, if any, so caused such other exhibitor.

Loss and Damage to Prints

Fifth: The Exhibitor shall pay to the Distributor a sum equal to the cost of replacement at the Distributor's exchange for each linear foot of any print, lost, stolen or destroyed or injured in any way in the interval between the delivery to and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. Such payment, however, shall not transfer title to or any interest in any such positive print to the Exhibitor or any other party, nor release the Exhibitor from any liability arising out of any breach of this agreement. The Distributor shall at the option of the Exhibitor repay, or credit to the Exhibitor any sums paid by the Exhibitor for any loss or stolen print, upon the return of such loss or stolen print to the Distributor within sixty (60) days after [fol. 6599] the date when the same should have been re-

turned hereunder. The Exhibitor shall not be liable for the damage or destruction of any print, provided the Exhibitor establishes such damage or destruction occurred while in transit from the Exhibitor and delivery thereof was made as hereinabove provided. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft or destruction of or damage or injury to any print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, immediately after the first public exhibition thereof shall have telegraphed the Distributor's exchange that such print was received by the Exhibitor in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

Selection of Playdates

Sixth: Unless otherwise agreed upon or unless definitely specified or otherwise provided for in the Schedule, the exhibition date or dates of each said motion pictures shall be determined as follows:

1. Subject to prior runs and/or clearance granted or hereafter granted by the Distributor to other exhibitors and within a reasonable time after a print or prints of any of said motion pictures are received at the exchange of the distributor out of which the Exhibitor is served, and provided the Exhibitor is not in default hereunder, the Distributor shall mail to the Exhibitor a notice in writing of the date when each such motion picture will be available for exhibition by the Exhibitor (which date is hereinafter referred to as the "available date"). Such notice shall be mailed to the Exhibitor at least fifteen (15) days before the available date therein specified.

2. Within fourteen (14) days after the mailing of such notice, the Exhibitor shall select an exhibition date or dates not theretofore assigned to another exhibitor or other exhibitors, within the period commencing upon the available [fol. 5700] date and ending thirty (30) days thereafter and give to the Distributor written notice of the date or dates so selected.

3. Upon the failure of the Exhibitor to so select such date or dates the Distributor shall designate such date or dates by mailing written notice thereof to the exhibitor.

Clearance and Run

Seventh: The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the "run" or prior to the expiration of the "clearance period" if any in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Description of Pictures

Eighth: The Distributor warrants that none of said motion pictures are reissues of old negatives, or old negatives retitled excepting those specifically specified as such in the Schedule.

Advertising Prior to First Run

Ninth: (a) If the Exhibitor is granted a subsequent run of the said motion pictures, the Exhibitor shall not advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other exhibitor having the right to a prior run thereof. Nothing in this Clause shall be deemed to prohibit the Exhibitor from advertising generally all of said motion pictures as a group, but such general advertising shall not refer to any one of said motion pictures during its exhibition by any other exhibitor having the first or immediately prior run thereof, excepting as herein provided.

[fol. 5701] (b) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be roadshown by the Distributor and not excepted and excluded from this license, until after the completion of such

roadshowing in the United States, and then only as permitted in paragraph (a) of this Clause.

(c) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor.

Acceptance by Distributor

Tenth: Until accepted in writing by an officer of or any person authorized by the Distributor and notice of acceptance sent to the Exhibitor this instrument shall be deemed only an application for a license under Copyright, and may be withdrawn by the Exhibitor any time before such acceptance. Unless such notice of acceptance is sent the Exhibitor by mail or telegraph within fifteen (15) days after the date thereof if the said theatre of the Exhibitor is located East of the Mississippi River, and within thirty (30) days after the date thereof if located West of said river, said application shall be deemed to have been withdrawn. The deposit by the Distributor of any check or other consideration given by the Exhibitor at the time of application as payment for any purpose or the delivery of a print of any of said motion pictures shall not be deemed an acceptance hereof by the Distributor.

Changes in Writing

Eleventh: This license agreement is complete and all promises, representations, understandings, and agreements in reference thereto have been expressed herein. No change or modification hereof shall be binding upon the Distributor unless in writing signed by an officer of the Distributor, excepting in an emergency and only then, a change or modifi- [fol. 5702] cation may be consented to in writing, but only by the representative of the Distributor managing the Distributor's exchange out of which the Exhibitor is served, provided such change or modification does not change or modify the run, and/or clearance period, or decrease any rental, or eliminate any motion picture specified in the Schedule.

Assignment of Contract

Twelfth: In the event the Exhibitor sells said theatre or transfers any interest therein and is not in default hereunder, the Exhibitor shall have the right to assign this license to the Purchaser of the theatre or of such interest without the written consent of the Distributor provided the Exhibitor or such assignee shall deliver to the Distributor, in form acceptable to Distributor, a written assumption of all the obligations of the Exhibitor hereunder duly executed by the assignee. Any such assignment, however, shall not release the Exhibitor from any liability hereunder unless such release from liability is consented to by the Distributor in writing.

Except as herein provided, the Exhibitor shall have no right to assign this agreement. The Exhibitor agrees that Distributor shall have the right to assign this agreement to any person, firm or corporation without the written consent of the Exhibitor.

Taxes

Thirteenth: The Exhibitor shall pay to the Distributor upon demand a tax fee or any other charge, now and/or hereafter levied, imposed or based upon the delivery and/or the exhibition of prints of motion pictures and/or upon the sums payable under this license by the Exhibitor to Distributor and/or the rental of the rights herein granted by Distributor to Exhibitor hereunder and/or any other reason whatsoever. In the event the Exhibitor fails or refuses to pay upon demand such tax fee or charge, then the Distributor shall have the right at its option to C. O. D. delivery of any print of the motion pictures licensed hereunder and include the amount of such tax fee or other charge in said C. O. D.

[fol. 5703] In the event such tax shall be declared invalid by final judicial decree, the Distributor shall not be liable to the Exhibitor for the return of such taxes, fees or other charges paid by Exhibitor to Distributor if the Distributor shall have paid same over to the governmental agency designated to receive or collect same. If such taxes, fees, or other charges shall not have been paid over to such governmental agency and said tax shall be declared invalid by final judicial decree, then the Distributor agrees to return to Exhibitor such sum or sums as Distributor shall have received from Exhibitor but not paid over to such governmental agency.

Prevention of Performance

Fourteenth: If the Exhibitor shall be prevented from exhibiting or the Distributor from delivering any of the said motion pictures for causes beyond their direct control then this license in respect to each such motion picture shall terminate and revert to the Distributor without liability on the part of either party, provided reasonable written notice of such termination and the cause thereof is given.

First Run Exhibitions

Fifteenth: (a) If the Exhibitor is granted a first run of the said motion pictures, the Exhibitor shall exhibit each of the feature mot-on pictures excepting those described in Paragraph (d) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the Distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the first exhibition date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period of clearance of such motion picture shall be reduced so as to expire one hundred and twenty (120) days after said schedule date of its general release. If the Exhibitor is granted a first run of the said motion pictures and [fol. 5704] the Exhibitor fails to exhibit any feature motion picture within said period of one hundred and twenty (120) days, the grant of the said first run and the clearance period in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Second Run Exhibitions

(b) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the

said period of one hundred and twenty (120) days specified in Paragraph (a) of this Clause, the Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said fourteen (14) days period the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Subsequent Runs Exhibitions

(c) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other Exhibitor having been granted the second run thereof immediately prior to such subsequent run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of fourteen (14) days specified in Paragraph (b) of this [fol. 5705] Clause the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the expiration of the said fourteen-day period and ending seven (7) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Extended Runs

(d) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than

one show week prior to the run granted the Exhibitor shall be accepted from the provisions of this Clause and of Paragraph (b) of Clause Fourth.

Exhibition After Revocation of Run and Clearance

(e) Upon the waiver of the grant of the run and/or the clearance period of any feature motion picture as provided in Paragraphs (a), (b), or (c) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon written request mailed or delivered to the Distributor within sixty (60) days after the last date upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Failing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

[fol. 5706] Remedies

Sixteenth: If the Exhibitor shall fail or refuse to pay the rental of any of such motion pictures as provided in this license or to furnish statements of the receipts of said theatre, if any, are required hereunder, or to give the Distributor's representative access to the said theatre or its box office and/or the Exhibitor's books and records relative to motion pictures the rentals of which are based upon the said theatre's admission receipts as herein provided, or if the Exhibitor shall exhibit or permit the exhibition of any of said motion pictures at any time or place other than as herein specified, or if the Exhibitor becomes insolvent or is adjudicated a bankrupt, or executes an assignment for the benefit of his creditors, or if a receiver is appointed for any of the property of the Exhibitor, or if the Exhibitor voluntarily or by operation of law should lose control of the said theatre or of his said interests therein, making it impossible for the Exhibitor to exhibit the said motion pictures at the said theatre, then upon the happening of any one or more of said events, the Distributor may at its option, (1) terminate this license agreement, or (2) suspend the delivery

of additional motion pictures hereunder until such default or defaults should cease and be remedied. It is agreed that the exercise of any of said remedies by the Distributor shall be in addition to and without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this license agreement.

Cutting or Alteration of Prints

Seventeenth: The Exhibitor shall exhibit each print in its entirety and shall not copy, duplicate, subrent or part with possession of any print. The Exhibitor shall not cut or alter any print, excepting to make necessary repairs thereto, or when required by any duly constituted public official or authority or with the written or telegraphic consent of the Distributor.

Roadshows

Eighteenth: (a) The Distributor shall have the right to exhibit and/or cause to be exhibited as a "roadshow," at [fol. 5707] any time prior to the exhibition thereof hereunder, such of the motion pictures licensed hereunder as the Distributor may from time to time select and determine, provided, however, that such roadshow exhibitions shall be at theatres at which admission prices for evening performances, during such exhibitions thereof, of not less than one dollar shall be charged for the majority of the orchestra seats, and further provided that, except in the cities of New York and Los Angeles, not more than two of such motion pictures shall be so roadshown.

(b) If and when any such roadshow exhibition shall be in the City of New York and/or the City of Los Angeles, and if the Exhibitor's theatre is situated in the territory then served by the Distributor's exchange or exchanges located in New York or in Los Angeles, as the case may be, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown in each or both of said territories, upon sending to the Exhibitor written notice to such effect not later than four (4) weeks after the commencement of such roadshow exhibition and provided that the Distributor shall by

like notice except and exclude such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory. The exception and exclusion of any such motion picture in the territory then served by the Distributor's exchange or exchanges located in the City of Los Angeles or in the City of New York, as the case may be, shall not be deemed to require the Distributor to except and exclude the same motion picture in both of said territories.

(c) If and when any such roadshow exhibition, excepting those in the City of New York and/or in the City of Los Angeles, shall be in the territory served by the Distributor's exchange or exchanges serving the Exhibitor's theatre, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown upon sending to the Exhibitor written notice to such effect within seven (7) days after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude each such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory.

[fol. 5708] (d) The inadvertent omission to send to any of such other exhibitors the notice provided for in Paragraphs (a) and (b) of this Clause shall not be deemed to affect the exception and exclusion from this license of any such motion picture.

(e) The Distributor may so exercise such right to except and exclude any such motion picture from time to time, in the respective territories, as above defined, in the United States. Any motion picture so roadshown in any place in the United States, and not excepted and excluded from this license as aforesaid, shall not be deemed available for exhibition hereunder until after the completion of such roadshowing of such motion picture in the United States, and such motion picture shall be exhibited hereunder when generally released by the Distributor and as and when available for exhibition by the Exhibitor, and the term of this license agreement specified in Clause Second shall be in respect to each such motion picture, extended to and includ-

ing the date or dates of exhibition by the Exhibitor hereunder of each thereof.

(f) For each motion picture that the Distributor shall except and exclude, as aforesaid, the Exhibitor is hereby granted the option to except and exclude from this license one of the other motion pictures licensed hereunder, but only if the Exhibitor shall give to the Distributor written notice to such effect not later than fourteen days before the date fixed for the exhibition hereunder of such other motion picture. The Distributor may exhibit and/or license the exhibition of any and all motion pictures excepted and excluded from this license by the Distributor and/or the Exhibitor, as aforesaid, when and where desired by the Distributor, free from all claims of the Exhibitor in respect thereof and the license of each thereof shall forthwith upon exclusion hereinbefore provided terminate and revert to the Distributor.

Midnight Shows

Nineteenth: The license herein granted for the number of days specified in the Schedule shall not include the right of exhibition at any time previous to dawn of the first licensed and booked date of exhibition without securing express written permission hereunder.

[fol. 5709] Admission Prices

Twentieth: The Exhibitor during the whole of the licensed exhibition period of each of the motion pictures exhibited hereunder agrees to and shall charge for admission to said theatre the prices listed in the Schedule.

If during any such period less than said admission prices listed in the Schedule is charged, the Distributor in addition to all other rights hereunder shall have the right (a) to immediately terminate the license of the motion picture then being exhibited, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion picture shall forthwith terminate and revert to the Distributor; or (b) provided the Exhibitor is granted herein a period of "Clearance to reduce such period by not to exceed one-half in respect to each of the motion pictures thereafter deliverable hereunder; or (c) provided no period of "clearance" is specified in the Schedule to withhold for

a period not to exceed sixty (60) days notice of the date when each motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each such motion picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determined as provided in Clause Sixth hereof.

Breach of Other Agreements

Twenty-first: If the Exhibitor shall breach any other agreement between the Exhibitor and Distributor made prior to, simultaneously with or subsequent to the making of this agreement, then any such breach under such agreement shall be deemed to be a breach and a default under this agreement and in any such case the Distributor shall have all the rights and remedies herein provided as well as those at Law, in Equity or otherwise, to the same full force and to the same extent as if such breach had been committed hereunder.

Right to C. O. D.

Twenty-second: It is agreed that the Distributor may at its option deliver to the Exhibitor C. O. D. any motion pic- [fol. 5710] ture deliverable hereunder and may add to said C. O. D. the amount of any past indebtedness owing under this or any other agreement by the Exhibitor to the Distributor. Such indebtedness may include monies due from the Exhibitor to the Distributor for unplayed pictures, played pictures or for any other indebtedness whatsoever.

Moneys in Trust

Twenty-third: Where this agreement calls for the payment of a fixed and definite rental for any motion picture (that is to say, not based upon a percentage of the gross receipts) then in case payment is not made in advance of the exhibition of any such motion picture and credit is extended to the Exhibitor, in consideration therefor, the Exhibitor agrees that the Distributor shall receive its rental for any such motion picture with respect to which credit has been so extended, out of the first admission receipts from the patrons paying admissions during the exhibition of any

such motion picture up to the amount due the Distributor and such admission receipts shall belong to and be the property of the Distributor when they are paid by the patrons and shall be held in trust for the Distributor until paid to the Distributor and the ownership of said trust fund by the Distributor shall not be questioned whether the moneys are physically segregated or not and the Exhibitor agrees to keep such portion of the gross receipts as are payable to the Distributor hereunder, in a separate and distinct fund. In the event the admission fees received during the exhibition of said motion picture are not equal to the amount of the license fee and/or rental due to the Distributor on account of such motion picture, the Exhibitor shall nevertheless remain and continue to be liable for the balance of the amount due and payable to the Distributor after the moneys kept in trust for the Distributor shall have been paid to the Distributor.

In the event any motion picture herein embraced is based upon a percentage of the Exhibitor's gross receipts derived from the exhibition of such motion picture the Distributor's share of the gross receipts due to the Distributor hereunder shall belong to the Distributor and shall be held in trust for the Distributor until paid to the Distributor; and the ownership of said trust fund by the Distributor shall not be ques-[fol. 5711] tioned whether the moneys are physically segregated or not, and the Exhibitor agrees to keep such portion of the gross receipts as are payable to the Distributor hereunder, segregated and in a distinct fund.

Advertising and Accessories

Twenty-fourth: The Exhibitor agrees to advertise and announce each motion picture herein embraced as designated in the main title including the designation of the motion picture as a Columbia Pictures Corporation production. The Exhibitor further agrees that in all newspaper advertising and publicity issued by the Exhibitor relating to any said motion picture, the Exhibitor shall adhere to the date of announcement contained in the advertising matter issued by the Distributor.

All advertising accessories used by the Exhibitor in connection with the exhibition of the motion pictures herein embraced, shall be leased from or through the Distributor

and same must not be sold, leased or given away by the Exhibitor, but shall be returned promptly to the Distributor after use by the Exhibitor in connection with the exhibition of the particular motion picture.

It is further agreed that the use of the accessories by Exhibitor hereunder is under a license under the respective copyrights relating to such accessories and such accessories shall not be used in any other theatre than the one designated in the Schedule unless otherwise specifically agreed upon in said Schedule.

Twenty-fifth: The following Schedule and all of the written and printed parts thereof are a part of this license:

Schedule for 1936-37 Season

	Theatre	Town and State	Minimum admission price				Seating capacity
			Matinee		Evening		
			Adults	Children	Adults	Children	

Group W—4-5-6

(A) There are licensed for exhibition hereunder all of the sound photoplays of feature length (exclusive of the so-called Western group of photoplays hereinafter referred to [fol. 5712] and exclusive of any and all Frank Capra productions) or such or so many of them as may be specified hereunder under the heading "Special Feature Attractions," embraced in the Distributor's group of pictures to be known as "W-4" not less than thirty (30) and not more than forty (40), which shall be generally released by the Distributor for distribution to motion picture theatres in the United States during the period commencing September 1, 1936, and ending September 30, 1937, and embraced in said group "W-4" (except such photoplays as Distributor is required by contract to obtain the consent or approval of the producer or director thereof or other party to the terms and conditions of licensing the exhibition thereof) and identified by designation numbers running from 7001 to 7040. The "road-showing," "preview"

and/or "pre-releasing" of any photoplay during the said period above mentioned shall not be deemed a general release of said photoplay.

(B) There are licensed for exhibition hereunder all of the sound photoplays of the so-called Western group of photoplays or such or so many of them as may be specified hereunder under the heading "Western Feature Attractions," embraced in the Distributor's group of pictures to be known as "W-5" not less than eight (8) and not more than sixteen (16), which shall be generally released by the Distributor for distribution to motion picture theatres in the United States, during the period commencing September 1, 1936, and ending September 30, 1937, and embraced in said group known as "W-5" and identified by designation numbers running from 7201 to 7216.

(C) There are licensed for exhibition hereunder all of the sound one-reel and two-reel motion pictures known as Short Subjects or such or so many of them as may be specified hereunder under the heading "Columbia's Single and Two Reel Attractions" and/or "Court of Human Relations," embraced in the Distributor's group of pictures to be known as "W-6," not less than fifty-two (52) and not more than one hundred and four (104) one-reel and not less than thirteen (13) and not more than twenty-six (26) two-reel which shall be generally released by the Distributor for distribution to motion picture theatres in the United States, during the period commencing September 1, 1936, [fol. 5713] and ending September 30, 1937, and embraced in said group known as "W-6."

For the license to exhibit each of said photoplays and shorts the Exhibitor shall pay to the Distributor the following:

No. Pict. Bought		Consec. No. Days Run	Inc. Sat. —— Sun.	License Fee or Minimum Guaranteed Rental per Picture	Score Fee Per Day	Special Terms
A	—Special Feature Attractions—Group W-4					
B	—Western Feature Attractions—Group W-5					
C	—Columbia's Single and Two-Reel Attractions—Group W-6					

	Series	No. Cons. days	No. bought	License fee per subject	Total for series
7500	Color Rhapsodies				
7700	Krazy Kat				
7750	Scrappy				
7800	News World of Sports				
7850	New Screen Snapshots				
7900	Columbia Tours				
7950	Columbia Featurettes				
7300	Stooge 2-reel Comedies				
7350	Andy Clyde 2-reel Comedies				
7400	All Star 2-reel Comedies				

C —Court of Human Relations—Group W-6

	Number Cons. Days	Number Bought	License Fee Per Subject	Total for Series
7600		13		

Playing Arrangement: The Exhibitor agrees to play and/or pay for at least Court of Human Relations subjects every commencing the day of , 193 , if and as available and in order of availability until all motion pictures licensed hereunder are exhibited and/or paid for.

[fol. 5714] *Designation.*—It is agreed that the license fees herein specified apply to each respective photoplay and to each respective short subject, licensed hereunder according to the classification thereof by the Distributor, and such license fees are not average license fees regardless of the number of such photoplays or short subjects that may be released by the Distributor, embraced in Group W—4-5-6, within the period hereinabove specified. The Distributor agrees to classify each such photoplay and/or short subject at or before the time of the giving to the Exhibitor of the notice of availability of such photoplay or short subject. Nothing in this paragraph contained shall be deemed to prevent the Distributor from exercising its right of re-application contained in the next paragraph hereof.

Re-Application.—The Distributor shall have the right to apply the rental terms (including the license fee or minimum guaranteed rental, percentage of gross receipts, minimum playing time and other rental terms specified in the Schedule) of any motion picture to any other motion picture listed in the Schedule, provided, however, that the Distributor shall at no time increase the total number of motion pictures to which the same rental terms apply beyond the total of such motion pictures specified in the Schedule.

In case the Distributor desires to change the rental terms of any motion picture as above provided, the Distributor shall notify the Exhibitor of the motion picture affected and the terms to be applied to such motion picture, in the notice of availability sent to the Exhibitor relating to such motion picture or prior thereto.

Playing Arrangement: The Exhibitor agrees to play and/or pay for at least special feature attractions (Group W-4) every and at least western feature attractions (Group W—5) every and at least single reel short subjects (exclusive of Court of Human Relations subjects) every and at least two reel short subjects every , commencing the

day of , 19 .., if and as available and in order of availability until all motion pictures licensed hereunder are exhibited and/or paid for.

[fol. 5715] The Exhibitor agrees to pay for all the short subjects licensed herein, including the Court of Human Relations subjects, the sum of to be paid on a weekly basis of $ per week, for a period of consecutive weeks, starting . The weekly sum herein specified to be paid by the Exhibitor shall be paid irrespective of the number of short subjects which the Exhibitor may play hereunder during any week from among those licensed hereunder.

It is agreed that wherever motion pictures hereunder are to be exhibited on a percentage arrangement, said percentage or percentages have been fixed by the Distributor in reliance upon the agreement and representation by the Exhibitor that the policy of the theatre will be a policy. In the event said policy is changed by Exhibitor then the percentage or percentages designated in the Schedule shall be increased by 25% of the original percentage terms unless the Schedule expressly otherwise provides.

Run—Clearance and Additional Provisions

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Run: If the Exhibitor is granted hereunder a second or subsequent "run", the Distributor shall have the right in its sole discretion to grant the Exhibitor in respect to any of the motion pictures herein embraced, a "run" prior to such second or subsequent "run" by giving notice in writing to such effect to the Exhibitor and the Exhibitor agrees to exhibit any such motion picture in accordance therewith.

(End of Schedule)

In witness whereof, the Exhibitor operating the Theatre, located at No. Street City State has on executed this application, which upon written acceptance by the Distributor when countersigned [fols. 5716-5721] and approved in the space to the left provided below shall be deemed to be the license to the Exhibi-

tor for the exhibition of the motion pictures specified in the Schedule at said theatre in accordance with the terms hereof.

Columbia Pictures Corporation

..... L. S.

(Salesman) (Manager) (Exhibitor)

Countersigned and approved: Date ..... 193...

Columbia Pictures Corporation

By .....

(General Sales Manager)

By .....

(Partner. General Manager. Officer. Individual (Strike out three))

Direction to Salesmen: While you have every right to trade among prospective customers to obtain the best offer possible for your product, after you have selected a particular exhibitor whose offer you believe to be the best obtainable and take a written application from such exhibitor, you are hereby directed to forward the application to the office of your company and make no further effort to sell the same service to any other exhibitor directly competing with such exhibitor until the application so forwarded has been duly rejected, or accepted or withdrawn in accordance with its terms. A violation of this direction will subject you to discharge.

[fol. 5722] Fox—1936–37

Form La. 838

Standard License Agreement

Agreement of license under copyright made in one or more counterparts between Twentieth Century-Fox Distributing Corporation, a corporation (hereinafter referred to as the Distributor), party of the first part, and the Exhibitor, (hereinafter named and referred to as the Exhibitor, operating the theatre hereinafter designated), party of the second part.

Witnesseth: The parties hereto agree as follows:

License

First: The Distributor grants the Exhibitor and the Exhibitor accepts a limited license under the respective copyrights of the motion pictures designated and described in

the Schedule hereof and under the copyright of any matter included in any sound recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the said theatre for the number of consecutive days specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Exhibitor will have at the date or dates of the exhibition of each of such motion pictures a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said copyrighted musical compositions. If more than one theatre is hereinafter designated the said motion pictures are licensed for exhibition at only one of such theatres unless otherwise in the Schedule specifically provided in writing.

Notwithstanding the number of days of exhibition specified for each motion picture in the Schedule, the license hereby granted to exhibit such motion picture shall auto- [fol. 5723] matically be limited to, and shall not include any right of exhibition at any time or by any means other than respectively: (a) the date or dates either expressly specified herein or selected pursuant to paragraph sixth hereof and confirmed in writing by the Distributor; and (b) the print of such motion picture designated and furnished by the Distributor for such date or dates.

Term and Warranty

Second: (a) The term of this Agreement shall begin with the date fixed or determined for the exhibition at the said theatre of the first motion picture deliverable hereunder and shall continue for a period of one year thereafter unless otherwise in the Schedule provided. The Distributor agrees during said term to deliver to the Exhibitor, and the Exhibitor agrees to exhibit at said theatre during said term upon the date or dates herein provided for, a positive print of each of said motion pictures except for such as may be excluded as provided in Clause Fifteenth and Nineteenth hereof. The Distributor warrants that each positive print will be in good physical condition for projection and exhibition, and will clearly reproduce the recorded sound in syn-

chronism therewith if properly used upon standard reproducing equipment. If the recorded sound is not recorded upon a print, all references herein to a print shall be deemed to include the records, discs and any other device upon which sound may be recorded for reproduction with the exhibition of a print.

Damages—Failure to Deliver

(b) If the Distributor shall fail or refuse to deliver, or the Exhibitor shall fail or refuse to exhibit during the term hereof, any of said motion pictures, excepting those which may be eliminated as provided in Clause Fifteenth hereof, or if the Distributor shall wilfully violate any of the provisions of Clause Seventh hereof or shall deliver to the Exhibitor a print of any motion picture which print shall be determined was not in condition for exhibition and for the reproduction of sound as provided in Clause Second, the Exhibitor or the Distributor, as the case may be, shall pay the damage so caused and if such damage cannot be definitely computed shall pay as liquidated damages a sum equal to the fixed sum herein specified as the rental of each such motion picture or a sum computed as provided in [fol. 5724] Clause Third (c) hereof, if the rental of any such motion picture is to be determined, either in whole or in part upon a percentage of the admission receipts of said theatre or any part thereof or upon a percentage of such receipts and a fixed sum; provided that any claim by the Exhibitor with respect to the condition of a print shall be deemed to have been waived by the Exhibitor unless notice of such claim shall have been given by the Exhibitor to the Distributor's exchange from which the Exhibitor is served, by telephone or telegraph, or in person, immediately after the first public exhibition thereof by the Exhibitor and written confirmation thereof mailed by the Exhibitor upon the same day to the Distributor's said exchange.

Payment

Third: Exhibitor agrees to pay for such license as to each such motion picture the fixed sums specified in the Schedule at least three (3) days in advance of the date of delivery of a print thereof at the Distributor's exchange or of the date of shipment to the Exhibitor from another exhibitor, unless after the acceptance of this application by the Distributor

such payment shall be otherwise agreed to by the Distributor at its main office in New York City. All payments hereunder shall be made to the Distributor at the City in which is located the exchange from which the Exhibitor is served.

Percentage Bookings

(b) If the rental of any of such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre or any part thereof, the Exhibitor agrees to pay such rental immediately after the last exhibition upon the last date of the exhibition of each such motion picture or if requested by the Distributor at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition of each such motion picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date. Such statement shall be signed by the Exhibitor or the Manager or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and fig-[fol. 5725] ures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an authorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor make certain expenditures and/or deductions, to examine all entries relating to such expenditures and/or deductions. Such right of access and examination of the Exhibitor's books and records limited as aforesaid, shall continue for a period of four (4) months after the receipt by the Distributor of each such statement. The Distributor agrees, unless such representative is in the continuous employ of the Distributor or employed as a checker, not to employ as a representative for such purpose any person a resident of or employed in the place where the said theatre is located, other than a person engaged in business as an accountant. The Distributor agrees that any information ob-

tained pursuant to the provisions of this clause will be treated as confidential, excepting in any arbitration proceeding or litigation in respect to this license.

Liquidated Damages—Percentage Bookings

(c) If the Exhibitor fails or refuses to exhibit any of said motion pictures as herein provided and the rental or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre, the Exhibitor shall pay the Distributor as liquidated damages for each day the Exhibitor fails or refuses to exhibit such motion pictures, in addition to any fixed sums payable hereunder in respect of such motion picture, a sum equal to such percentage of the average daily gross receipts of such theatre on each day any feature motion picture distributed by the Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Dis- [fol. 5726] tributor was exhibited at such theatre during said ninety (90) day period, then a sum equal to such percentage of the average daily gross receipts of such theatre during the period of thirty (30) operating days immediately prior to the date or dates when such motion picture should have been exhibited, or prior to the date of such failure or refusal to exhibit any of said motion pictures: provided that if the Exhibitor shall exhibit such motion pictures for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to sixty-five percent (65%) of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

Delivery and Return of Prints

Fourth: (a) After each of said motion pictures is generally released for public exhibition and becomes available for exhibition hereunder by the Exhibitor, the Distributor agrees to deliver as hereinafter provided, a print thereof to the Exhibitor.

(b) The public exhibition of any of said motion pictures for three (3) consecutive days at prices usually charged for admission to the theatre where so exhibited in the territory wherein is located the exchange from which the exhibitor is served, excepting any "road show," "tryout," "preview," or "pre-release" exhibitions thereof, shall be deemed the general release for public exhibition of such motion picture but only in such territory. A "pre-release" exhibition shall be deemed any exhibition because of seasonal conditions making desirable exhibitions in advance of general release as herein defined.

(c) The Exhibitor agrees to exhibit each of said motion pictures in the order of its general release by the Distributor in the exchange territory in which said theatre is located. The Exhibitor shall have the right to select any of the motion pictures, excepting the last deliverable hereunder, for exhibition out of the order of its general release, subject to prior runs and/or clearance granted other exhibitors, on the date or dates determined as provided in Article Sixth hereof or otherwise agreed upon, but only [fol. 5727] upon the following conditions (a) that the Exhibitor is not in default hereunder and shall have fully complied with all the provisions, if any, set forth in the Schedule for the exhibition of one or more of said motion pictures at specified intervals; and (b) that the Distributor and the Exhibitor shall then agree upon the date or dates upon which all of the motion pictures generally released prior to the general release of such motion picture and available for exhibition hereunder shall be exhibited by the Exhibitor, which date or dates shall be within thirty (30) days from the first exhibition date of the motion picture to be exhibited out of the order of its general release; or in the alternative the Exhibitor shall then pay to the Distributor the license fee for each of such motion pictures then generally released and available for exhibition hereunder, and as to any thereof which shall not be exhibited by the Exhibitor within thirty days from the first exhibition date of the motion picture to be exhibited out of the order of its general release, the grant of the run and clearance period in respect thereof shall be deemed waived by the Exhibitor. Upon the failure or refusal of the Exhibitor to exhibit any of such motion pictures then generally released and available for exhibition hereunder within said

thirty day period or to pay the license fee thereof, the right of the Exhibitor to thereafter select for exhibition any motion picture out of the order of its general release shall be forfeited. The provisions of this paragraph (c) shall not be deemed to limit or qualify the provisions of Article Sixth hereof excepting as in this paragraph (c) specifically provided.

(d) The Distributor shall make deliveries hereunder to the Exhibitor or to the Exhibitor's authorized agent, by delivery at the Distributor's exchange, or to a common carrier, or to the United States Postal authorities. If deliveries are made to a carrier or to a post office, they shall be made in time for prints to reach the place where the said theatre is located in time for inspection and a projection thereof before the usual time for opening said theatre.

(e) Exhibitor agrees to return immediately after the last exhibition on the last date of exhibition licensed, each print received hereunder, with its reels and containers, to the exchange of the Distributor from which the Exhibitor is served [fol. 5728] or as otherwise directed by the Distributor in the same condition as when received, reasonable wear and tear due to proper use excepted. Exhibitor agrees to pay all costs of transportation of such print, reels, and containers from the Distributor's exchange or the last previous exhibitor having possession of the same, and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

(f) If Exhibitor fails to or delays the return of any positive print to the Distributor or fails to forward or delays forwarding (as directed by the Distributor) any such print to any other exhibitor, the Exhibitor agrees to pay the Distributor the damage, if any, so caused the Distributor and in addition the damage, if any, so caused such other exhibitor. The Exhibitor shall have the right to participate in any compromise of or intervene in any arbitration or

legal proceeding based upon any claim for such damage asserted against the Distributor by another exhibitor; notice of which shall be given the Exhibitor by the Distributor.

Loss and Damage to Prints

Fifth: The Exhibitor shall pay to the Distributor a sum equal to the cost of replacement at the Distributor's exchange for each linear foot of any print, lost, stolen or destroyed or injured in any way in the interval between the delivery to and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. Such payment, however, shall not transfer title to or any interest in any such positive print to the Exhibitor or any other party, nor release the Exhibitor from any liability arising out of any breach of this agreement. The Distributor shall at the option of the Exhibitor repay or credit to the Exhibitor any sums paid by the Exhibitor for any lost or stolen print, excepting "news reels" upon the return of such lost or stolen print to the Distributor within sixty (60) days after the date when the same should have [fol. 5729] been returned hereunder. The Exhibitor shall not be liable for the damage or destruction of any print, provided the Exhibitor establishes such damage or destruction occurred while in transit from the Exhibitor and delivery thereof was made as hereinabove provided. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft or destruction of or damage or injury to any print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, immediately after the first public exhibition thereof shall have telegraphed the Distributor's exchange that such print was received by the Exhibitor in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

Selection of Play Dates

Sixth: Unless otherwise agreed upon or unless definitely specified or otherwise provided for in the Schedule, the

exhibition date or dates of each of said motion pictures shall be determined as follows:

1. Subject to prior runs and/or clearance granted or hereafter granted by the Distributor to other exhibitors and within a reasonable time after a print or prints of any said motion pictures are received at the exchange of the Distributor out of which the Exhibitor is served, and provided the Exhibitor is not in default hereunder, the Distributor shall mail to the Exhibitor a notice in writing of the date when each such motion picture will be available for exhibition by the Exhibitor (which date is hereinafter referred to as the "available date"). Such notice shall be mailed to the Exhibitor at least fifteen (15) days before the available date therein specified.

2. Within fourteen (14) days after the mailing of such notice, the Exhibitor shall select an exhibition date or dates not theretofore assigned to another exhibitor or other exhibitors, within the period commencing upon the available date and ending thirty (30) days thereafter and give to the Distributor written notice of the date or dates so selected.

[fol. 5730] 3. Upon the failure of the Exhibitor to so select such date or dates the Distributor shall designate such date or dates by mailing written notice thereof to the Exhibitor.

Clearance and Run

Seventh: The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the "run" or prior to the expiration of the "clearance period," if any, in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Reissues, Foreign Pictures, and Advertising Matter

Eighth: The Distributor warrants that none of said motion pictures are reissues of old negatives, old negatives retitled or foreign produced by a foreign producer, excepting those specifically specified as such in the Schedule; and further, that none of said motion pictures contains or will contain any advertising matter for which compensation is received by the Distributor, or any subsidiary or affiliate of the Distributor.

Advertising Prior to First Run

Ninth: (a) If the Exhibitor is granted a subsequent run of the said motion pictures the Exhibitor shall not advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other exhibitor having the right to a prior run thereof. Nothing in this Clause shall be deemed to prohibit the Exhibitor from advertising generally all of said motion pictures as a group but such general advertising shall not refer to any one of said motion pictures during its exhibition by any other exhibitor having the first or immediately prior run thereof, excepting as herein provided.

[fol. 5731] (b) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be roadshown by the Distributor and not excepted and excluded from this license, until after the completion of such roadshowing in the United States, and then only as permitted in paragraph (a) of this Clause.

(c) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor, unless arbitration is herein provided for and immediately upon the receipt of any such notice of exclusion the Exhibitor by written notice given to the Distributor shall deny breaching any of the provisions of this Clause, in which case the question of fact raised by such denial shall be determined by arbitration.

Acceptance by Distributor

Tenth: Until accepted in writing by an officer of or any person authorized by the Distributor and notice of acceptance sent to the Exhibitor this instrument shall be deemed only an application for a license under Copyright, and may be withdrawn by the Exhibitor any time before such acceptance. Unless such notice of acceptance is sent the Exhibitor by mail or telegraph within (15) days after the date thereof, if the said theatre of the Exhibitor is located East of the Mississippi River, and within thirty (30) days after the date thereof if located west of said river, said application shall be deemed to have been withdrawn. The deposit by the Distributor of any check or other consideration given by the Exhibitor at the time of application as payment for any purpose or the delivery of a print of any of said motion pictures shall not be deemed an acceptance hereof by the Distributor.

Changes in Writing

Eleventh: This license agreement is complete and all promises, representations, understandings and agreements [fol. 5732] in reference thereto have been expressed herein. No change or modification hereof shall be binding upon the Distributor unless in writing signed by an officer of the Distributor, excepting in an emergency and only then, a change or modification may be consented to in writing but only by the representative of the Distributor managing the Distributor's exchange out of which the Exhibitor is served, provided such change or modification does not change or modify the run, and/or clearance period, or decrease any rental, or eliminate any motion pictures specified in the Schedule.

Assignment on Sale of Theatre

Twelfth: This license shall not be assigned by either party without the written consent of the other, provided, that if the Exhibitor sells the said theatre or transfers any interest therein and is not in default hereunder, the Exhibitor may assign this license to the purchaser of the theatre or of such interest without the written consent of the Distributor but any such assignment shall not be valid or of any effect hereunder unless a written acceptance

thereof by the assignee assuming the obligations of the Exhibitor shall be delivered to the Distributor. Any such assignment shall not release the Exhibitor from any liability hereunder unless such release from liability is consented to by the Distributor in writing.

Taxes

Thirteenth: The Exhibitor shall pay to the Distributor upon demand, any tax, fee or other like charge now and/or hereafter imposed or based upon the delivery and/or the exhibition of prints of motion pictures and/or upon the sums payable under this license by the Exhibitor to the Distributor. If under any statute or ordinance any such tax, fee or other like charge is or shall be payable or paid by the Distributor and the exact amount payable hereunder by the Exhibitor is not therein definitely fixed or cannot be exactly determined, then the Exhibitor shall pay such part of any such tax, fee or other like charge paid or payable by the Distributor as shall be fixed in the manner determined by the then President of the American Arbitration Association.

[fol. 5733] Prevention of Performance

Fourteenth: If the Exhibitor shall be prevented from exhibiting or the Distributor from delivering of the said motion pictures for causes beyond their direct control then this license in respect to each such motion picture shall terminate and revert to the Distributor without liability on the part of either party, provided reasonable written notice of such termination and the cause thereof is given.

Option to Exclude if Group Licensed

Fifteenth: If the total number of feature motion pictures offered to the Exhibitor by the Distributor, at one time, shall have been licensed by the Distributor hereunder and the license fees of all thereof average not more than Two hundred and fifty ($250.00) dollars, the Exhibitor shall have the right to exclude from this license not to exceed ten (10%) percent of the total number of feature motion pictures so licensed hereunder; provided (1) that the Exhibitor is not in default hereunder, and (2) shall have fully complied with all of the provisions, if any, set forth in the Schedule for the exhibition of one or more of said feature motion pictures at specified intervals. Such right of ex-

clusion may be exercised only upon the following terms and conditions:

(1) The Exhibitor shall give to the Distributor written notice of the Exhibitor's election to exclude any of said feature motion pictures within fourteen (14) days after its general release date in the exchange territory out of which the Exhibitor is served.

(2) The Exhibitor may exclude without payment therefor one (1) motion picture out of each group of ten (10) of the number of feature motion pictures specified in the license agreement provided he has paid for the other nine (9) of such group.

(3) If such privilege of exclusion is not exercised as provided in paragraph (2) above, the Exhibitor may nevertheless exercise such privilege by paying the license fee of each motion picture excluded with the notice of its exclusion. In such case, such payment shall be credited against such [fol. 5734] tenth or succeeding tenth motion picture, as the case may be, which the Exhibitor would otherwise be privileged to exclude as provided in paragraph (2) above.

If the only or last group licensed is less than ten (10) and more than five (5) motion pictures, the privilege to exclude shall apply provided the Exhibitor has paid for all motion pictures but one in such group.

(c) Upon the failure or refusal of the Exhibitor to comply with any term or condition of this license agreement, or to comply with any arbitration award in respect thereto, the privilege or exclusion forthwith shall be revoked and the Exhibitor shall be liable for and pay to the Distributor the license fees of all motion pictures theretofore excluded.

(d) If the license fee of any feature motion picture specified in the license agreement is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, such license fee (for the purpose of computing the average license fee of all the motion pictures licensed) shall be determined as follows:

(1) Average the license fees of all of the Distributor's feature motion pictures exhibited upon a percentage basis at the Exhibitor's theatre during the period of one year prior to the term of such license agreement.

(2) If none of the Distributor's feature motion pictures were exhibited upon a percentage basis at such theatre during said period, average the license fees of all feature motion pictures exhibited upon a percentage basis at such theatre during the said period.

(e) If the rental of any motion picture excluded is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, the sum to be paid by the Exhibitor as provided in paragraph (3) hereof shall be determined as follows:

(1) Average the gross receipts of all the Distributor's feature motion pictures exhibited at the Exhibitor's theatre during the ninety (90) day period preceding the Exhibitor's notice of exclusion, and apply to such average the percentage terms specified in the license agreement for the picture excluded.

(2) If no feature motion pictures of the Distributor were [fol. 5735] exhibited at the Exhibitor's theatre during said ninety (90) day period, average the daily gross receipts of the Exhibitor's theatre for the period of thirty (30) operating days preceding the Exhibitor's notice of exclusion and apply to such average the percentage terms specified in the license agreement for the picture excluded.

(f) In computing the number of feature motion pictures which may be excluded hereunder, fractions of more than one-half (½) shall be regarded as one (1).

(g) Upon the exclusion of each feature motion picture, the license therefor and all rights thereunder shall terminate and shall revert to the Distributor.

First Run Exhibitions

Sixteenth: (a) If the Exhibitor is granted a first run of the said motion pictures, the Exhibitor shall exhibit each of the feature motion pictures excepting those described in Paragraph (d) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the Distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the

first exhibition date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period of clearance of such motion picture shall be reduced so as to expire one hundred and twenty (120) days after said scheduled date of its general release. If the Exhibitor is granted a first run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said period of one hundred and twenty (120) days the grant of the said first run and the clearance period in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

[fol. 5736] Second Run Exhibitions

(b) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of one hundred and twenty (120) days specified in Paragraph (a) of this Clause, the Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said fourteen (14) day period, the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Subsequent Runs Exhibitions

(c) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other Exhibitor having been granted the second run immediately prior

to such subsequent run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of fourteen (14) days specified in Paragraph (b) of this Clause the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the expiration of the said fourteen day period and ending seven (7) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period if any in respect thereof shall be deemed [fol. 5737] waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Extended Runs

(d) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than one show week prior to the run granted the Exhibitor shall be excepted from the provisions of this Clause and of Paragraph (b) of Clause Fourth.

Exhibition After Revocation of Run and Clearance

(e) Upon the waiver of the grant of the run and/or the clearance period of any feature motion picture as provided in Paragraphs (a), (b) or (c) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon written request mailed or delivered to the Distributor within sixty (60) days after the last date upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Failing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

If the provisions of this Clause shall in anywise be in conflict with the provisions of any other license agreement made and entered into by the Distributor with any other exhibitor prior to September 1, 1933, the provisions of this Clause shall be deemed to be subordinate and subject to the provisions of such other license agreement.

Remedies

Seventeenth: If the Exhibitor shall fail or refuse to pay the rental of any of such motion pictures as provided in this [fol. 5738] license or to furnish statements of the receipts of said theatre, if any are required hereunder, or to give the Distributor's representative access to the said theatre or its box office and/or the Exhibitor's books and records relative to motion pictures the rentals of which are based upon the said theatre's admission receipts as herein provided, or if the Exhibitor shall exhibit or permit the exhibition of any of said motion pictures at any time or place other than as herein specified, or if the Exhibitor becomes insolvent or is adjudicated a bankrupt, or executes an assignment for the benefit of his creditors, or if a receiver is appointed for any of the property of the Exhibitor, or if the Exhibitor voluntarily or by operation of law should lose control of the said theatre or of his said interests therein making it impossible for the Exhibitor to exhibit the said motion pictures at the said theatre, then upon the happening of any one or more of said events, the Distributor may at its option, (1) terminate this license agreement, or (2) suspend the delivery of additional motion pictures hereunder until such default or defaults should cease and be remedied. It is agreed that the exercise of any of said remedies by the Distributor shall be in addition to and without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this license agreement.

It is agreed, that in the event of the failure or refusal of Exhibitor to exhibit or pay the license fees of any one or more of the photoplays covered by this contract, Distributor may, at its option, declare such failure or refusal a breach of the entire contract, entitling Distributor to recover from Exhibitor as damages therefor, the amount payable as license fees in respect to all photoplays not theretofore exhibited and/or paid for, pursuant to the provisions of this contract.

Cutting or Alteration of Prints

Eighteenth: The Exhibitor shall exhibit each print in its entirety and shall not copy, duplicate, subrent or part with possession of any print. The Exhibitor shall not cut or alter any print, excepting to make necessary repairs thereto, or when required by any duly constituted public official or [fol. 5739] authority or with the written or telegraphic consent of the Distributor. The Exhibitor however may cut the print of a news reel, and in such case shall completely restore all parts cut therefrom, prior to the return thereof to the Distributor or shipment elsewhere if so directed by the Distributor, in the same condition as received by the Exhibitor.

Roadshows

Nineteenth: (a) The Distributor shall have the right to exhibit and/or cause to be exhibited as a "roadshow," at any time prior to the exhibition thereof hereunder, such of the motion pictures licensed hereunder as the Distributor may from time to time select and determine, provided, however, that such roadshow exhibitions shall be at theatres at which admission prices for evening performances, during such exhibitions thereof, of not less than one dollar shall be charged for the majority of the orchestra seats, and further provided that, except in the cities of New York and Los Angeles, not more than two of such motion pictures shall be so roadshown.

(b) If and when any such roadshow exhibition shall be in the City of New York and/or the City of Los Angeles, and if the Exhibitor's theatre is situated in the territory then served by the Distributor's exchange or exchanges located in New York or Los Angeles, as the case may be, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown in each or both of said territories, upon sending to the Exhibitor written notice to such effect not later than four (4) weeks after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion pictures in such territory. The exception and exclusion of any such motion picture in the territory then served by the Distributor's exchange or ex-

changes located in the City of Los Angeles, or in the City of New York, as the case may be, shall not be deemed to require the Distributor to except and exclude the same motion picture in both of said territories.

(c) If and when any such roadshow exhibition, excepting those in the City of New York and/or in the City of Los [fol. 5740] Angeles, shall be in the territory served by the Distributor's exchange or exchanges serving the Exhibitor's theatre, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown upon sending to the Exhibitor written notice to such effect within seven (7) days after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude each such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory.

(d) The inadvertent omission to send to any of such other exhibitors the notice provided for in Paragraphs (a) and (b) of this Clause shall not be deemed to affect the exception and exclusion from this license of any such motion picture.

(e) The Distributor may so exercise such right to except and exclude any such motion picture from time to time, in the respective territories, as above defined, in the United States. Any motion picture so roadshown in any place in the United States, and not excepted and excluded from this license as aforesaid, shall not be deemed available for exhibition hereunder until after the completion of such roadshowing of such motion picture in the United States, and such motion picture shall be exhibited hereunder when generally released by the Distributor and as and when available for exhibition by the Exhibitor, and the term of this license agreement specified in Clause Second shall be in respect to each such motion picture, extended to and including the date or dates of exhibition by the Exhibitor hereunder of each thereof.

(f) For each motion picture that the Distributor shall except and exclude, as aforesaid, the Exhibitor is hereby granted the option to except and exclude from this license (in addition to those which may be excluded as provided in Clause Fifteenth) one of the other motion pictures licensed hereunder, but only if the Exhibitor shall give to the Dis-

tributor written notice to such effect not later than fourteen (14) days before the date fixed for the exhibition hereunder of such other motion picture. The Distributor may exhibit and/or license the exhibition of any and all motion pictures excepted and excluded from this license by the Distributor [fol. 5741] and/or the Exhibitor, as aforesaid, when and where desired by the Distributor, free from all claims of the Exhibitor in respect thereof and the license of each thereof shall forthwith upon exclusion as hereinbefore provided terminate and revert to the Distributor.

Twentieth: The following Schedule and all of the written and printed parts thereof are a part of this license:

Exchange ..... Date ..... Salesman .....

.....

Schedule of exhibition contract

Theatre	Exhibitor	Location of Theatre

Group K-4

There are licensed for exhibition hereunder all of the sound photoplays of feature length, not to exceed fifty-six (56), and not less than forty-five (45), including a maximum of four (4) English produced photoplays, which shall be generally released by the Distributor for distribution to motion picture theatres in the United States during the year commencing August 1, 1936 and ending July 31, 1937, except such photoplays as Distributor is required by contract to obtain the consent or approval of the Producer thereof or other party to the terms and conditions of licensing the exhibition thereof and except the photoplay "As You Like It" and except reissues of photoplays starring Will Rogers and except photoplays based on stories by Harold Bell Wright and Zane Grey, which photoplays will be licensed under separate contract. The "road showing," "pre-view" and/or "pre-release" of any photoplay during the said year shall not be deemed a general release of said photoplay.

For the license to exhibit each of said photoplays, the Exhibitor shall pay to the Distributor the following:

[fol. 5742]

	Consecutive Days Run	Minimum Guaranteed License Fee per Photoplay	Distributor's Share of Gross Receipts per Photoplay	Gross Receipts per Photoplay in Excess of Which Distributor Shares	Recording Charge per Photoplay Which Is in Addition to All Other License Fees
A		$	%	$	$
B					
C					
D					

Number of Photoplays Offered ..... Number of Photoplays Licensed .....

It is agreed that the license fees herein specified apply to each respective photoplay licensed hereunder according to the classification thereof by the Distributor, as above provided, and such license fees are not average license fees, regardless of the number of such photoplays that may be released by the Distributor during the year commencing August 1, 1936, and ending July 31, 1937.

It is agreed that in case any photoplay excluded under Exhibitor's "Option to exclude if group licensed" shall have been designated by Distributor to play on percentage terms specified under items A, B, or C in the Schedule hereof, then upon its exclusion such designation shall be deemed to be thereby rescinded and Distributor may designate a different photoplay to play on such specified percentage terms, it being the intent of the parties hereto that Exhibitor shall exhibit hereunder upon the respective percentage terms set forth in said Schedule the number of photoplays specified in said items A, B, and C.

It is further agreed that said option to exclude shall apply only in respect of the photoplays covered by this license agreement.

Of the photoplays hereby licensed the respective number set forth below shall be exhibited on the days specified below:

photoplays as selected by Distributor on	photoplays as selected by Distributor on

[fol. 5743] The Exhibitor during the whole of the licensed exhibition period of each of the photoplays exhibited hereunder agrees to and shall charge for admission per person to said theatre the following prices:

Evenings: Adults, Orchestra		Balcony
Children, Orchestra		Balcony
Matinees: Adults, Orchestra		Balcony
Children, Orchestra		Balcony

If during any such period less than said admission prices is charged, the Distributor in addition to all other rights hereunder shall have the right: (a) to immediately terminate the license of the photoplay then being exhibited, by written notice to such effect to the Exhibitor and upon giving of such notice, the license of such photoplay shall forthwith terminate and revert to the Distributor; or (b) provided the Exhibitor is granted herein a period of "clearance" to reduce such period by not to exceed one-half in respect to each of the photoplays thereafter deliverable hereunder; or (c) provided no period of clearance is specified in the Schedule to withhold for a period not to exceed sixty (60) days notice of the date when each photoplay thereafter deliverable hereunder will be available for exhibition by the Exhibitor, and as to each such photoplay the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such photoplay after notice of the available date thereof upon the date or dates determined as provided in Clause Sixth hereof; if Distributor does not elect to terminate the license of the photoplay then being exhibited, as provided in Clause (a) of this paragraph, the Exhibitor shall account for all admissions to said theatre during the exhibition of such photoplay on the basis of the admission prices hereinabove stipulated.

Exhibition Arrangement

Clearance—Run .....

.....

The license herein granted for the number of days specified in the Schedule shall not include the right of exhibition [fol. 5744] at any time previous to dawn of the first licensed and booked date of exhibition without securing express written permission hereunder.

If, with respect to any photoplay licensed hereunder, the date or dates of exhibition selected, designated, or otherwise agreed upon shall be a number of days less than the maximum number specified in the Schedule hereof, then the license hereby granted for such photoplay shall be automatically limited to the number of days or dates of exhibitions so selected, designated or otherwise agreed upon, regardless of the number of days specified in said Schedule.

The Exhibitor agrees to lease from the Distributor or the Distributor's authorized agent for use only in connection with the exhibition of each of the motion pictures exhibited hereunder and agrees not to sublease or sell the following advertising accessories:

.....

The Exhibitor agrees to run photoplays as delivered without alteration, excepting with the written or telegraphic approval of the Distributor, subject to requirements of duly authorized public authorities necessitating any change. The Exhibitor also agrees to advertise and announce each photoplay as "A Twentieth Century-Fox Production." In all newspaper advertising and publicity issued by the Exhibitor relating to said photoplays the Exhibitor shall adhere to the form of announcement contained in the advertising matter issued by the Distributor.

Optional Arbitration Clause

The following Clause is optional with the parties hereto. If it is desired to make such Clause a part of this license, the Exhibitor and the duly authorized representative of the Distributor shall sign their respective names where indicated immediately following this paragraph and unless so signed the said Clause shall be deemed excluded from this license agreement.

It is agreed by and between the parties that the following [fol. 5745] Clause, providing for voluntary arbitration of disputes arising hereunder, shall be included as a part of this License.

.....

Representative of the Distributor duly authorized to agree to the following Clause.

.....

Exhibitor.

Arbitration

The Exhibitor and the Distributor respectively, freely and voluntarily agree that as a condition precedent to the commencement of any action or proceeding in any court by either of them, to determine, enforce, or protect the legal rights of either hereunder, each shall submit all claims and controversies arising hereunder for determination by arbitration to an Arbitration Board (hereby expressly waiving the oath of the arbitrators) which shall consist of four members, each of whom shall be engaged in the motion picture business, and two of whom to be appointed by the Exhibitor, and the remaining two to be appointed by the Distributor.

Upon the written request of the Distributor or the Exhibitor for the arbitration of any dispute or controversy arising hereunder, the party making such request shall name therein two arbitrators stating the business address and business or business connection of each and shall designate therein the date, time, and place of the hearing of such controversy. The date of such hearing shall not be earlier than seven (7) days from the date of the sending of such notice, unless it shall be claimed in such notice that irreparable injury will result unless there is a speedy determination of such controversy in which case such hearing may be designated to be held earlier than said seven (7) day period.

Within five (5) days after the mailing of such request for arbitration, the party upon whom such request is made shall name two arbitrators in a written notice mailed or delivered to the other party, stating therein the business address and business or business connection of each arbitrator. If either party fails or refuses to name the arbitrators as herein provided or if any arbitrator so named shall fail

or refuse to act, or be unable to serve or shall be challenged [fol. 5746] and others are or another arbitrator qualified and then available to act is not then appointed, others or another arbitrator may be appointed by the other party as the case may be.

No member of the Arbitration Board shall hear or determine any controversy in which he has an interest direct or indirect and any member having such interest shall be disqualified to act.

If the arbitrators or a majority of them are unable to reach a decision, then they, or a majority of them, shall immediately select an umpire who shall not be engaged in the motion-picture business. In such case the hearing before the umpire shall be at such time and place as the umpire shall designate and shall be had before the umpire alone, the arbitrators not to be permitted to attend the hearing before the umpire. If the arbitrators or a majority of them are unable to agree upon the selection of an umpire, the American Arbitration Association shall be requested to make such selection.

The Arbitration Board shall have general power to determine such dispute or controversy as shall be submitted, to make findings of fact in respect thereof and to direct specific performance of a contract, and/or that the same has been breached in whole or in part, and/or that damages on such account shall be paid. The Board of Arbitration shall have the power only to give force and effect to the provisions of this license agreement and the rights or obligations of the parties thereunder.

The hearing of any such controversy shall be had before the Arbitration Board in the city wherein is situated the exchange of the Distributor from which the Exhibitor is served, unless the parties agree in writing that such hearings be had in some other place. If either party fails or refuses to submit to arbitration any such claims or controversy, the other party may apply to a United States District Court, or to any other Court, including a court of a state in which such hearings would otherwise not be had, for an order to proceed to arbitrate in which case such hearing shall be had in such place as the court to which such application is made may lawfully direct.

The parties hereto further agree to abide by and forthwith comply with any decision or award of the arbitrators, or a majority of them and consent that any such decision

[fol. 5747-5751] or award shall be enforceable in or by any Court of competent jurisdiction pursuant to the law of such jurisdiction now or hereafter in force.

If the Exhibitor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the award of the arbitrators in respect thereto, within seven (7) days, the Distributor may at its option suspend the deliveries of the motion pictures provided for in this and in each other existing license agreement between the parties hereto and/or terminate this and each such other license agreement; and upon such termination the aggregate of the license fees of all motion pictures specified in this and any other such license agreement then not exhibited forthwith shall become due and payable by the Exhibitor.

If the Distributor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the decision or the award of an Arbitration Board in respect thereto within seven (7) days, the Exhibitor may at the option of the Exhibitor terminate this and any other existing license agreement between the parties hereto by mailing a notice to such effect to the Distributor within seven (7) days after such failure or refusal; and the Exhibitor shall have the rights and remedies provided in Clause Second (b) for failure to deliver motion pictures.

Any such termination by either party shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any breach by the other party to this or any other existing agreement between the parties.

Each of the parties hereto, without notice to the other, may apply to any Court having jurisdiction to make this agreement to arbitrate a rule or order of such Court.

In Witness Whereof, the parties hereto have duly executed these presents, this day of 193

Twentieth Century-Fox Distributing Corporation.

By

Exhibitor

An Individual—A Partnership—A Corporation (strike out two), by

Partner—Officer (strikeout one).

[fol. 5752] LOEW'S—1936-37

Form 851-D

Standard License Agreement

Agreement of license under copyright made in one or more counterparts between Loew's Incorporated, a corporation, (hereinafter referred to as the Distributor, party of the first part, and the Exhibitor, (hereinafter named and referred to as the Exhibitor, operating the theatre hereinafter designated) party of the second part.

Witnesseth: The parties hereto agree as follows:

License

First: The Distributor grants the Exhibitor and the Exhibitor accepts, a limited license under the respective copyrights of the motion pictures designated and described in the Schedule hereof and under the copyright of any matter included in any sound recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the said theatre for the number of consecutive days specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Exhibitor will have at the date or dates of the exhibition of each of such motion picture a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said copyrighted musical compositions. If more than one theatre is hereinafter designated the said motion pictures are licensed for exhibition at only one of such theatres unless otherwise in the Schedule specifically provided in writing.

[fol. 5753] Term and Warranty

Second: (a) The term of this Agreement shall begin with the date fixed or determined for the exhibition at the said theatre of the first motion picture deliverable hereunder and shall continue for a period of one year thereafter unless otherwise in the Schedule provided. The Distributor

agrees during the said term to deliver to the Exhibitor, and the Exhibitor agrees to exhibit at said theatre during said term upon the date or dates herein provided for, a positive print of each of said motion pictures except such as may be excluded as provided in Clause Fifteenth hereof. The Distributor warrants that each positive print will be in good physical condition for projection and exhibition, and will clearly reproduce the recorded sound in synchronism therewith if properly used upon standard reproducing equipment. If the recorded sound is not recorded upon a print, all reference herein to a print shall be deemed to include the records, discs and any other device upon which sound may be recorded for reproduction with the exhibition of a print.

Damages—Failure to Deliver

(b) If the Distributor shall fail or refuse to deliver, or the Exhibitor shall fail or refuse to exhibit during the term hereof, any of said motion pictures, excepting those which may be eliminated as provided in Clause Fifteenth hereof, or if the Distributor shall wilfully violate any of the provisions of Clause Seventh hereof or shall deliver to the Exhibitor a print of any motion picture which print shall be determined was not in condition for exhibition and for the reproduction of sound as provided in Clause Second, the Exhibitor or the Distributor, as the case may be, shall pay the damage so caused and if such damage cannot be definitely computed shall pay as liquidated damages a sum equal to the fixed sum herein specified as the rental of each such motion picture or a sum computed as provided in Clause Third (c) hereof, if the rental of any such motion picture is to be determined, either in whole or in part upon a percentage of the admission receipts of said theatre or any part thereof or upon a percentage of such receipts and a fixed sum; provided that any claim by the Exhibitor [fol. 5754] with respect to the condition of a print shall be deemed to have been waived by the Exhibitor unless notice of such claim shall have been given by the Exhibitor to the Distributor's exchange from which the Exhibitor is served, by telephone or telegraph, or in person, immediately after the first public exhibition thereof by the Exhibitor and written confirmation thereof mailed by the Exhibitor upon the same day to the Distributor's said exchange.

Payment

Third: (a) Exhibitor agrees to pay for such license as to each such motion picture the fixed sums specified in the Schedule at least three (3) days in advance of the date of delivery of a print thereof at the Distributor's exchange or of the date of shipment to the Exhibitor from another exhibitor, unless after the acceptance of this application by the Distributor such payment shall be otherwise agreed to by the Distributor in writing signed by an officer of the Distributor. All payments hereunder shall be made to the Distributor at the City in which is located the exchange from which the Exhibitor is served.

Percentage Bookings

(b) If the rental of any of such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre or any part thereof, the Exhibitor agrees to pay such rental immediately after the last exhibition upon the last date of the exhibition of each such motion picture or if requested by the Distributor at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition of each such motion picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date. Such statement shall be signed by the Exhibitor or the Manager or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and figures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an au- [fol. 5755] thorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor make certain expenditures and/or deductions, to examine all entries relating to such expenditures and/or deductions. Such right of access and examination of the Exhibitor's books and records limited as aforesaid, shall

continue for a period of four (4) months after the receipt by the Distributor of each such statement. The Distributor agrees, unless such representative is in the continuous employ of the Distributor or employed as a checker, not to employ as a representative for such purpose any person a resident of or employed in the place where the said theatre is located, other than a person engaged in business as an accountant. The Distributor agrees that any information obtained pursuant to the provisions of this clause will be treated as confidential, excepting in any arbitration proceeding or litigation in respect to this license.

Liquidated Damages—Percentage Bookings.

(e) If the Exhibitor fails or refuses to exhibit any of said motion pictures as herein provided and the rental or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre, the Exhibitor shall pay the Distributor as liquidating damages for each day the Exhibitor fails or refuses to exhibit such motion pictures, in addition to any fixed sums payable hereunder in respect of such motion picture, a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by the Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Distributor was exhibited at such theatre during said ninety (90) day period, then a sum equal to such percentage of the average daily gross receipts of such theatre [fol. 5756] during the period of thirty (30) operating days immediately prior to the date or dates when such motion pictures should have been exhibited, or prior to the date of such failure or refusal to exhibit any of said motion pictures; *provided* that if the Exhibitor shall exhibit such motion pictures for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to sixty-five (65%) percent of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

Delivery and Return of Prints

Fourth: (a) After each of said motion pictures is generally released for public exhibition and becomes available for exhibition hereunder by the Exhibitor, the Distributor agrees to deliver, as hereinafter provided, a print thereof to the Exhibitor.

(b) The public exhibition of any of said motion pictures for three (3) consecutive days at prices usually charged for admission to the theatre where so exhibited in the territory wherein is located the exchange from which the exhibitor is served, excepting any "road show," "try-out," "preview," or "prerelease" exhibitions thereof, shall be deemed the general release for public exhibition of such motion picture but only in such territory. A "prerelease" exhibition shall be deemed any exhibition because of seasonal conditions making desirable exhibition in advance of general release as herein defined.

(c) The Exhibitor agrees to exhibit each of said motion pictures in the order of its general release by the Distributor in the exchange territory in which said theatre is located. The Exhibitor shall have the right to select any of the motion pictures, excepting the last deliverable hereunder, for exhibition out of the order of its general release, subject to prior runs and/or clearance granted other exhibitors, on the date or dates determined as provided in Article Sixth hereof or otherwise agreed upon, but only upon the following conditions: (a) that the Exhibitor is [fol. 5757] not in default hereunder and shall have fully complied with all the provisions, if any, set forth in the Schedule for the exhibition of one or more of said motion pictures at specified intervals; and (b) that the distributor and the Exhibitor shall then agree upon the date or dates upon which all of the motion pictures generally released prior to the general release of such motion picture and available for exhibition hereunder shall be exhibited by the Exhibitor, which date or dates shall be within thirty (30) days from the first exhibition date of the motion picture to be exhibited out of the order of its general release; or, in the alternative, the Exhibitor shall then pay to the Distributor the license fee for each of such motion pictures then generally released and available for exhibition hereunder, and as to any thereof which shall not be exhibited

by the Exhibitor within thirty (30) days from the first exhibition date of the motion picture to be exhibited out of the order of its general release, the grant of the run and clearance period in respect thereof shall be deemed waived by the Exhibitor. Upon the failure or refusal of the Exhibitor to exhibit any of such motion pictures then generally released and available for exhibition hereunder within said thirty (30) day period or to pay the license fee thereof, the right of the Exhibitor to thereafter select for exhibition any motion picture out of the order of its general release shall be forfeited. The provisions of this paragraph (c) shall not be deemed to limit or qualify the Provisions of Article Sixth hereof excepting as in this paragraph (c) specifically provided.

(d) The Distributor shall make deliveries hereunder to the Exhibitor or to the Exhibitor's authorized agent, by delivery at the Distributor's exchange, or to a common carrier, or to the United States Postal authorities. If deliveries are made to a carrier or to a post office, they shall be made in time for prints to reach the place where the said theatre is located in time for inspection and a projection thereof before the usual time for opening said theatre.

(e) Exhibitor agrees to return immediately after the last exhibition, on the last date of exhibition licensed, each print received hereunder, with its reels and containers, to the exchange of the Distributor from which the Exhibitor is [fol. 5758] served, or as otherwise directed by the Distributor in the same condition as when received, reasonable wear and tear due to proper use excepted. Exhibitor agrees to pay all costs of transportation of such prints, reels, and containers from the Distributor's exchange or the last previous exhibitor having possession of the same, and return to the Distributor's exchange; or, if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange, transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

(f) If Exhibitor fails to or delays the return of any positive print to the Distributor or fails to forward or delays

forwarding (as directed by the Distributor) any such print to any other exhibitor, the Exhibitor agrees to pay the Distributor the damage, if any, so caused the Distributor and in addition the damage, if any, so caused such other exhibitor. The Exhibitor shall have the right to participate in any compromise of or intervene in any arbitration or legal proceeding based upon any claim for such damage asserted against the distributor by another exhibitor; notice of which shall be given the Exhibitor by the Distributor.

Loss of and Damage to Prints

Fifth: The Exhibitor shall pay to the Distributor a sum equal to the cost of replacement at the Distributor's exchange for each linear foot of any print lost, stolen or destroyed or injured in any way in the interval between the delivery to and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction, or injury. Such payment, however, shall not transfer title to or any interest in any such positive print to the Exhibitor or any other party, nor release the Exhibitor from any liability arising out of any breach of this agreement. The Distributor shall at the option of the Exhibitor repay or credit to the Exhibitor any sums paid by the Exhibitor for any lost or stolen print, excepting "news reels," upon [fol. 5759] the return of such lost or stolen print to the Distributor within sixty (60) days after the date when the same should have been returned hereunder. The Exhibitor shall not be liable for the damage or destruction of any print, provided the Exhibitor establishes such damage or destruction occurred while in transit from the Exhibitor, and delivery thereof was made as hereinabove provided. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft, or destruction of or damage or injury to any print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition, it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, immediately after the first public exhibition thereof, shall have telegraphed the Distributor's exchange that such print was received by the Exhibitor in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

Selection of Playdates

Sixth: Unless otherwise agreed upon or unless definitely specified or otherwise provided for in the Schedule, the exhibition date or dates of each of said motion pictures shall be determined as follows:

1. Subject to prior runs and/or clearance granted or hereafter granted by the Distributor or Metro-Goldwyn-Mayer Distributing Corporation to other exhibitors and within a reasonable time after a print or prints of any of said motion pictures are received at the exchange of the Distributor out of which the Exhibitor is served, and provided the Exhibitor is not in default hereunder, the Distributor shall mail to the Exhibitor a notice in writing of the date when each such motion picture will be available for exhibition by the Exhibitor (which date is hereinafter referred to as the "available date"). Such notice shall be mailed to the Exhibitor at least fifteen (15) days before the available date therein specified.

2. Within fourteen (14) days after the mailing of such notice, the Exhibitor shall select an exhibition date or dates [fol. 5760] not theretofore assigned to another exhibitor or other exhibitors, within the period commencing upon the available date and ending thirty (30) days thereafter and give to the Distributor written notice of the date or dates so selected.

3. Upon the failure of the Exhibitor to so select such date or dates the Distributor shall designate such date or dates by mailing written notice thereof to the Exhibitor.

Clearance and Run

Seventh: The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the "run" or prior to the expiration of the "clearance period" if any in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all thea-res in the immediate vicinity of the

Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Reissues, Foreign Pictures, Advertising Matter

Eighth: Distributor warrants that none of said motion pictures are reissues of old negatives, old negatives retitled or foreign produced by a foreign producer excepting those specifically specified as such in the Schedule; and further that none of said motion pictures contains or will contain any advertising matter for which compensation is received by the Distributor, or any subsidiary or affiliate of the Distributor.

Advertising Prior to First Run

Ninth: (a) If the Exhibitor is granted a subsequent run of the said motion pictures, the Exhibitor shall not advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other exhibitor having the right to a prior run [fol. 5761] thereof. Nothing in this Clause shall be deemed to prohibit the Exhibitor from advertising generally all of said motion pictures as a group but such general advertising shall not refer to any one of said motion pictures during its exhibition by any other exhibitor having the first or immediately prior run thereof, excepting as herein provided.

(b) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be road-shown by the Distributor and not excepted and excluded from this license, until after the completion of such road-showing in the United States, and then only as permitted in paragraph (a) of this Clause.

(c) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor unless arbitration is herein provided for and immediately upon the receipt of any such notice of exclusion the Exhibitor by written notice

given to the Distributor shall deny breaching any of the provisions of this Clause, in which case the question of fact raised by such denial shall be determined by arbitration.

Acceptance by Distributor

Tenth: Until accepted in writing by an officer of or any person authorized by the Distributor and notice of acceptance sent to the Exhibitor this instrument shall be deemed only an application for a license under Copyright, and may be withdrawn by the Exhibitor any time before such acceptance. Unless such notice of acceptance is sent the Exhibitor by mail or telegraph within fifteen (15) days after the date thereof, if the said theatre of the Exhibitor is located east of the Mississippi River, and within thirty (30) days after the date thereof if located west of said river, said application shall be deemed to have been withdrawn. The deposit by the Distributor of any check or other consideration given by the Exhibitor at the time of [fol. 5762] application as payment for any purpose or the delivery of a print of any of said motion pictures shall not be deemed an acceptance hereof by the Distributor.

Changes in Writing

Eleventh: This license agreement is complete and all promises, representations, understandings and agreements in reference thereto have been expressed herein. No change or modification hereof shall be binding upon the Distributor unless in writing signed by an officer of the Distributor, excepting in an emergency and only then, a change or modification may be consented to in writing but only by the representative of the Distributor managing the Distributor's exchange out of which the Exhibitor is served provided such change or modification does not change or modify the *urn*, and/or clearance period, or decrease any rental, or eliminate any motion picture specified in the Schedule.

Assignment on Sale of Theatre

Twelfth: This license shall not be assigned by either party without the written consent of the other, provided, that if the Exhibitor sells the said theatre or transfers any interest therein and is not in default hereunder, the Exhibitor may assign this license to the purchasers of the

theatre, or of such interest without the written consent of the Distributor but any such assignment shall not be valid or of any effect hereunder unless a written acceptance thereof by the assignee assuming the obligations of the Exhibitor shall be delivered to the Distributor. Any such assignment shall not release the Exhibitor from any liability hereunder unless such release from liability is consented to by the Distributor in writing.

Taxes

Thirteenth: The Exhibitor shall pay to the Distributor upon demand, any tax, fee or other like charge now and/or hereafter imposed or based upon the delivery and/or the exhibition of prints of motion pictures and/or upon the sums payable under this license by the Exhibitor to the Distributor. If under any statute or ordinance any such [fol. 5763] tax, fee or other like charge is or shall be payable or paid by the Distributor and the exact amount payable hereunder by the Exhibitor is not therein definitely fixed or cannot be exactly determined, then, the Exhibitor shall pay such part of any such tax, fee or other like charge paid or payable by the Distributor as shall be fixed in the manner determined by the then President of the American Arbitration Association.

Prevention of Performance

Fourteenth: If the Exhibitor shall be prevented from exhibiting or the Distributor from delivering any of the said motion pictures for causes beyond their direct control then this license in respect to each such motion picture shall terminate and revert to the Distributor without liability on the part of either party, provided reasonable written notice of such termination and the cause thereof is given.

Option to Exclude if Group Licensed

Fifteenth: (a) If in this license agreement the total number of feature motion pictures offered to Exhibitor by Distributor at one time shall have been licensed by Distributor hereunder, and the license fees of all thereof average not more than two hundred and fifty dollars ($250.00), the Exhibitor shall have the privilege to exclude from this license agreement not to exceed ten per cent (10%) of the total

number of feature motion pictures licensed hereunder; provided the Exhibitor

(1) is not in default under this license agreement, and

(2) shall have fully complied with all of the provisions, if any, set forth in this agreement for the exhibition of such feature motion pictures at specified intervals.

(b) Such privilege of exclusion may be exercised only upon the following terms and conditions:

(1) The Exhibitor shall give to the Distributor written notice of Exhibitor's election to exclude any of said feature motion pictures within fourteen (14) days after the general release date thereof in the exchange territory out of which the Exhibitor is served.

[fol. 5764] (2) The Exhibitor may exclude without payment therefor one (1) motion picture out of each group of ten (10) of the number of feature motion pictures specified in this license agreement provided Exhibitor has paid for the other nine (9) of such group.

(3) If such privilege of exclusion is not exercised as provided in paragraph (b) (2) above, the Exhibitor may nevertheless exercise such privilege by paying the license fee of each motion picture excluded with the notice of its exclusion. In such case, such payment shall be credited against such tenth or succeeding tenth motion picture, as the case may be, which the Exhibitor would otherwise be privileged to exclude as provided in paragraph (b) (2) above.

If the only or last group licensed is less than ten (10) and more than five (5) motion pictures, the privilege to exclude shall apply provided the Exhibitor has paid for all motion pictures but one in such group.

(c) Upon the failure or refusal of the Exhibitor to comply with any term or condition of this license agreement, or to comply with any arbitration award in respect thereto, the privilege of exclusion forthwith shall be revoked and the Exhibitor shall be liable for and pay to the Distributor the license fees of all motion pictures theretofore excluded.

(d) If the license fee of any feature motion picture specified in this license agreement is to be computed in whole or in part upon a percentage of the receipts of the Exhibi-

tor's theatre, such license fee (for the purpose of computing the average license fee of all the motion pictures licensed) shall be determined as follows:

(1) Average the license fees of all of the Distributor's feature motion pictures exhibited upon a percentage basis at the Exhibitor's theatre during the period of one year prior to the term of this license agreement.

(2) If none of the Distributor's feature motion pictures were exhibited upon a percentage basis at such theatre during said period, average the license fees of all feature motion pictures exhibited upon a percentage basis at such theatre during the said period.

[fol. 5765] (e) If the rental of any motion picture excluded is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, the sum to be paid by the Exhibitor as provided in paragraph (b) (3) hereof shall be determined as follows:

(1) Average the gross receipts of all the Distributor's feature motion pictures exhibited at the Exhibitor's theatre during the ninety (90) day period preceding the Exhibitor's notic of exclusion, and apply to such average the percentage terms specified in this license agreement for the picture excluded.

(2) If no feature motion pictures of the Distributor were exhibited at the Exhibitor's theatre during said ninety (90) day period, average the daily gross receipts of the Exhibitor's theatre for the period of thirty (30) operating days preceding the Exhibitor's notice of exclusion and apply to such average the percentage terms specified in this license agreement for the picture excluded.

(f) In computing the number of feature motion pictures which may be excluded hereunder, fractions of more than one-half (½) shall be regarded as one (1).

(g) Upon the exclusion of each feature motion picture, the license therefor and all rights thereunder shall terminate and shall revert to the Distributor.

First Run Exhibitions

Sixteenth: (a) If the Exhibitor is granted a first run of the said motion pictures, the Exhibitor shall exhibit each of the feature motion pictures excepting those described in

Paragraph (d) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the first exhibition date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period [fol. 5766] of clearance of such motion picture shall be reduced so as to expire one hundred and twenty (120) days after said scheduled date of its general release. If the Exhibitor is granted a first run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said period of one hundred and twenty (120) days, the grant of the said first run and the clearance period in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Second Run Exhibitions

(b) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of one hundred and twenty (120) days specified in Paragraph (a) of this Clause, the Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said fourteen (14) days period the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature mo-

tion picture as hereinafter in Paragraph (e) of this Clause provided.

Subsequent Runs Exhibitions

(c) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other Exhibitor [fol. 5767] having been granted the second run thereof immediately prior to such subsequent run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause, within the said period of fourteen (14) days specified in Paragraph (b) of this Clause, the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the expiration of the said fourteen (14) day period and ending seven (7) days thereafter, notwithstanding any provisions of Clause Sixth hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Extended Runs

(d) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than one show week prior to the run granted the Exhibitor shall be excepted from the provisions of this Clause and of Paragraph (b) of Clause Fourth.

Exhibition After Revocation of Run and Clearance

(e) Upon the waiver of the grant of the run and/or the clearance period of any feature motion—as provided in Paragraphs (a), (b) or (c) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon writtin request mailed or delivered to the Distributor within sixty (60) days after the last date

upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Fail-
[fol. 5768] ing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

If the provisions of this Clause shall in anywise be in conflict with the provisions of any other license agreement made and entered into by the Distributor with any other exhibitor prior to September 1, 1933, the provisions of this Clause shall be deemed to be subordinate and subject to the provisions of such other license agreement.

Default

Seventeenth: If the Exhibitor shall fail or refuse to pay the rental of any of such motion pictures as provided in this license or to furnish statements of the receipts of said theatre, if any are required hereunder, or to give the Distributor's representative access to the said theatre or its box office and/or the Exhibitor's books and records relative to motion pictures the rentals of which are based upon the said theatre's admission receipts as herein provided, or if the Exhibitor shall exhibit or permit the exhibition of any of said motion pictures at any time or place other than as herein specified, or if the Exhibitor becomes insolvent or is adjudicated a bankrupt, or executes an assignment for the benefit of his creditors, or if a receiver is appointed for any of the property of the Exhibitor, or if the Exhibitor voluntarily or by operation of law should lose control of the said theatre or of his said interests therein making it impossible for the Exhibitor to exhibit the said motion pictures at the said theatre, then upon the happening of any one or more of said events, the Distributor may at its option, (1) terminate this license agreement, or (2) suspend the delivery of additional motion pictures hereunder until such default or defaults shall cease and be remedied. It is agreed that the exercise of any of said remedies by the Distributor shall be in addition to and without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this license agreement.

[fol. 5769] Cutting or Alteration of Prints

Eighteenth: The Exhibitor shall exhibit each print in its entirety and shall not copy, duplicate, subrent or part with

possession of any print. The Exhibitor shall not cut or alter any print, excepting to make necessary repairs thereto, or when required by any duly constituted public official or authority or with the written or telegraphic consent of the Distributor. The Exhibitor however may cut the print of a newsreel, and in such case shall completely restore all parts cut therefrom, prior to the return thereof to the Distributor or shipment elsewhere if so directed by the Distributor, in the same condition as received by the Exhibitor.

Advertising Accessories

The Exhibitor agrees to lease from the Distributor or the Distributor's authorized agent for use only in connection with the exhibition of each of the motion pictures exhibited hereunder and agrees not to sublease or sell the following advertising accessories: (All advertising accessories used by Exhibitor in connection with the exhibition at said theatre of the motion pictures licensed hereunder).

Roadshows

Nineteenth: (a) The Distributor shall have the right to exhibit and/or cause to be exhibited as a "roadshow", at any time prior to the exhibition thereof hereunder such of the motion pictures licensed hereunder as the Distributor may from time to time select and determine, provided, however, that such roadshow exhibitions shall be at theatres at which admission prices for evening performances, during such exhibitions thereof, of not less than one dollar shall be charged for the majority of the orchestra seats, and further provided that, except in the cities of New York and Los Angeles, not more than two of such motion pictures shall be so roadshown.

(b) If and when any such roadshow exhibition shall be in the City of New York and/or the City of Los Angeles, and if the Exhibitor's theatre is situated in the territory [fol. 5770] then served by the Distributor's exchange or exchanges located in New York or in Los Angeles, as the case may be, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown in each or both of said territories, upon sending to the Exhibitor written notice to such effect not later than four (4) weeks after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude such motion pic-

ture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory. The exception and exclusion of any such motion picture in the territory then served by the Distributor's exchange or exchanges located in the City of Los Angeles, or in the City of New York, as the case may be, shall not be deemed to require the Distributor to except and exclude the same motion picture in both of said territories.

(c) If and when any such roadshow exhibition excepting those in the City of New York and/or in the City of Los Angeles, shall be in the territory served by the Distributor's exchange or exchanges serving the Exhibitor's theatre, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown upon sending to the Exhibitor written notice to such effect within seven (7) days after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude each such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory.

(d) The inadvertent omission to send to any of such other exhibitors the notice provided for in Paragraphs (b) and (c) of this Clause shall not be deemed to affect the exception and exclusion from this license of any such motion picture.

(e) The Distributor may so exercise such right to except and exclude any such motion picture from time to time, in the respective territories, as above defined, in the United States. Any motion picture so roadshown in any place in the United States, and not excepted and excluded from this license as aforesaid, shall not be deemed available for ex-
[fol. 5771] hibition hereunder until after the completion of such roadshowing of such motiton picture in the United States, and such motition picture shall be exhibited hereunder when generally released by the Distributor and as and when available for exhibition by the Exhibitor, and the term of this license agreement specified in Clause Second shall be in respect to each such motion picture, extended to and including the date or dates of exhibition by the Exhibitor hereunder of each thereof.

(f) For each motion picture that the Distributor shall except and exclude, as aforesaid, the Exhibitor is hereby

granted the option to except and exclude from this license (in addition to those which may be excluded as provided in Clause Fifteenth) one of the other motion pictures licensed hereunder, but only if the Exhibitor shall give to the Distributor written notice to such effect not later than fourteen days before the date fixed for the exhibition hereunder of such other motion picture. The Distributor may exhibit and/or license the exhibition of any and all motion pictures excepted and excluded from this license by the Distributor, and/or the Exhibitor, as aforesaid, when and where desired by the Distributor, free from all claims of the Exhibitor in respect thereof and the license of each thereof shall forthwith upon exclusion as hereinbefore provided terminate and revert to the Distributor.

Arbitration

Twentieth: The Exhibitor and the Distributor respectively, freely and voluntarily agree that as a condition precedent to the commencement of any action or proceeding in any court by either of them, to determine, enforce or protect the legal rights of either hereunder, each shall submit all claims and controversies arising hereunder for determination by arbitration to an Arbitration Board (hereby expressly waiving the oath of the Arbitrators) which shall consist of four members, each of whom shall be engaged in the motion picture business, and two of whom to be appointed by the Exhibitor, and the remaining two to be appointed by the Distributor.

Upon the written request of the Distributor or the Exhibitor for the arbitration of any dispute or controversy arising hereunder, the party making such request shall [fol. 5772] name therein two arbitrators stating the business address and business or business connection of each and shall designate therein the date, time and place of the hearing of such controversy. The date of such hearing shall not be earlier than seven (7) days from the date of the sending of such notice, unless it shall be claimed in such notice that irreparable injury will result unless there is a speedy determination of such controversy in which case such hearing may be designated to be held earlier than said seven (7) day period.

Within five (5) days after the mailing of such request for arbitration, the party upon whom such request is made shall name two arbitrators in a written notice mailed or delivered

to the other party, stating therein the business address and business or business connection of each arbitrator. If either party fails or refuses to name the arbitrators as herein provided or if any arbitrator so named shall fail or refuse to act, or be unable to serve or shall be challenged and others are or another arbitrator qualified and then available to act is not then appointed, others or another arbitrator may be appointed by the other party as the case may be.

No member of the Arbitration Board shall hear or determine any controversy in which he has an interest direct or indirect and any member having such interest shall be disqualified to act.

If the arbitrators or a majority of them are unable to reach a decision, then they, or a majority of them shall immediately select an umpire who shall not be engaged in the motion picture business. In such case the hearing before the umpire shall be at such time and place as the umpire shall designate and shall be had before the umpire alone, the arbitrators not to be permitted to attend the hearing before the umpire. If the arbitrators or a majority of them are unable to agree upon the selection of an umpire, the American Arbitration Association shall be requested to make such selection.

The Arbitration Board shall have general power to determine such dispute or controversy as shall be submitted, to make findings of fact in respect thereof and to direct specific performance of a contract, and/or that the same has been breached in whole or in part, and/or that damages on such [fol. 5773] account shall be paid. The Board of Arbitration shall have the power only to give force and effect to the provisions of this license agreement and the rights or obligations of the parties thereunder; provided that if after a full hearing of any controversy submitted for arbitration hereunder, excepting any submission to an umpire designated as hereinabove provided, the arbitrators or a majority of them are of the opinion that because of unusual circumstances arising after the execution of this license agreement and beyond the direct control of the parties hereto disclosed at such hearing, a strict enforcement of the provisions of this license agreement would impose undue hardship upon one of the parties, the arbitrators or a majority of them may recommend in writing to the parties a settlement of such controversy upon such terms and conditions deemed by the arbitrators fair and just. If such settlement

is not agreed to by the parties within five (5) days after the receipt of a copy of such recommendation, the controversy shall be deemed withdrawn from the arbitrators and shall be submitted with a written statement of all of the facts adduced at the hearing before the arbitrators together with all documentary evidence, to the National Appeal Board in New York. The disposition by the National Appeal Board of any such recommendation shall be final and binding upon the parties hereto.

The hearing of any such controversy shall be had before the Arbitration Board in the city wherein is situated the exchange of the Distributor from which the Exhibitor is served, unless the parties agree in writing that such hearing be had in some other place. If either party fails or refuses to submit to arbitration any such claim or controversy, the other party may apply to a United States District Court, or to any other Court, including a court of a state in which such hearing would otherwise not be had, for an order to proceed to arbitrate in which case such hearing shall be had in such place as the court to which such application is made may lawfully direct.

The parties hereto further agree to abide by and forthwith comply with any decision or award of the arbitrators, or a majority of them and consent that any such decision or award shall be enforceable in or by any Court of competent [fol. 5774] jurisdiction pursuant to the law of such jurisdiction now or hereafter in force.

If the Exhibitor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the award of the arbitrators in respect thereto, within seven (7) days, the Distributor may at its option suspend the deliveries of the motion pictures provided for in this and in each other existing license agreement between the parties hereto and/or each existing exhibition contract entered into between Exhibitor and Metro-Goldwyn-Mayer Distributing Corporation and/or terminate this and each such other license agreement; and upon such termination the aggregate of the license fees of all motion pictures specified in this and any other such license agreement then not exhibited forthwith shall become due and payable by the Exhibitor.

If the Distributor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the decision or the award of an Arbitration

Board in respect thereto within seven (7) days, the exhibitor may at the option of the Exhibitor terminate this and any other existing license agreement between the parties hereto by mailing a notice to such effect to the Distributor within seven (7) days after such failure or refusal; and the Exhibitor shall have the rights and remedies provided in Clause Second (b) for failure to deliver motion pictures.

Any such termination by either party shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any breach by the other party to this or any other existing agreement between the parties.

Each of the parties hereto, without notice to the other, may apply to any Court having jurisdiction to make this agreement to arbitrate a rule or order of such Court.

The parties further agree that if the National Appeal Board referred to in the sixth paragraph of this Clause Twentieth is not in existence at the time of the submission to arbitration of any claim or controversy arising hereunder, then and in such event that part of said sixth paragraph of this Clause Twentieth referring to the National Appeal Board (viz., from the word "provided" to the end [fol. 5775] of said sixth paragraph) shall be deemed of no force or effect, and the decision and/or award rendered by the Arbitration Board shall be final and binding upon the parties hereto.

Midnight Shows

Twenty-First: The license herein granted for the number of days specified in the Schedule shall not include the right of exhibition at any time previous to dawn of the first licensed and booked date of exhibition unless Exhibitor receives prior express permission therefor in writing from Distributor.

Twenty-Second: The following Schedule and all of the written and printed parts thereof are a part of this license:

Schedule

There are licensed for exhibition hereunder all of the Distributor's motion pictures of feature length, not to exceed fifty-two (52) and not less than forty-four (44), including not more than one (1) motion picture foreign produced by a foreign producer, generally released by the Distributor or Metro-Goldwyn-Mayer Distributing Corporation for distribution as Distributor's or Metro-Goldwyn-Mayer Dis-

tribution Corporation's 1936-37 feature productions to motion picture theatres in the United States during the year commencing September 1, 1936, and ending August 31, 1937, except the motion pictures as to which Distributor is required by contract to obtain the consent or approval of the producer thereof, or other party, to the terms and conditions of licensing the exhibition thereof, unless Distributor obtains such consent or approval to the licensing thereof hereunder. The "road-showing," "tryout," "preview" and/or "pre-release" of any motion picture during the said year shall not be deemed a general release of such motion picture.

It is expressly understood and agreed that neither THE GREAT ZIEGFELD, nor any feature productions licensed by Distributor or Metro-Goldwyn-Mayer Distributing Corporation as 1935-36 feature productions (even if generally released during the year commencing September 1, 1936), are included in this agreement.

[fol. 5776] It is agreed that Women Are Trouble and Kelly the Second, which were generally released prior to said September 1st, 1936, are included herein as 1936-37 productions.

For the license to exhibit said motion pictures at said theatre Exhibitor agrees to pay to Distributor the following:

Classifications

Number of motion pictures	Consecutive days run	License fee or minimum guarantee against % of gross receipts per motion picture		Score charge license fee per motion picture	To be exhibited on below specified days of week
		Rental or minimum guarantee	% of all gross receipts		

Total Number of Feature Motion Pictures Offered .....
Total Number of Feature Motion Pictures Licensed .....

It is agreed that the motion pictures which are to be exhibited by Exhibitor under each of the classifications above provided for shall be designated by the Distributor, and that any motion picture which Distributor does not designate to any of such classifications at least fourteen (14) days prior to the date agreed upon or assigned for the commencement of its exhibition shall be exhibited on the terms provided for in the last Classification above.

It is further agreed that in case any motion picture excluded by Exhibitor under the "Option to Exclude" provision of this agreement shall be or shall have been designated by Distributor to any of the foregoing classifications, then such designation shall be deemed automatically rescinded and Distributor may designate a different motion picture in its place for exhibition upon the terms applicable to the motion picture so excluded.

It is further agreed that in the event any playdates confirmed to Exhibitor for any motion picture designated by Distributor to any of the foregoing classifications shall [fol. 5777] be on days of the week other than those herein provided for pictures of the respective classification, such playdates shall be deemed cancelled and Exhibitor agrees to select other playdates on days of the week herein provided for pictures of the classification to which such picture is designated by the Distributor.

(A) It is agreed that if any of the motion pictures licensed hereunder are licensed upon a "participating basis," that is, if the rental thereof is to be determined in whole or in part upon a percentage of the receipts of said theatre or any part thereof.

(a) that in reporting to Distributor as provided in paragraph (b) of Clause Third hereof Exhibitor shall use the form of statement furnished by Distributor and shall set forth in each such statement the number of admissions at the respective admission prices charged at each performance, the number of free admissions at each performance, and such other data as called for by said form of statement.

(b) that Exhibitor's books and records shall show, among other items, the number of admissions and the gross receipts of each separate performance during the engagement of each of such motion pictures—matinee, evening, and any other performances; and that if Exhibitor's oper-

ating expense is an element of the computation of the amount payable to Distributor hereunder, the right herein granted Distributor to audit Exhibitor's books and records shall include the right to examine all of such books and records relating to Exhibitor's operating expenses, and that in computing Exhibitor's operating expenses any and all income (such as amounts payable to Exhibitor from renting and/or sub-renting space in the building where the Exhibitor's theatre is located and/or for screen advertising of any kind on the screen in the theatre; etc.) during the period of the engagement of any motion picture on a "participating basis" shall be deducted from Exhibitor's operating expenses.

(c) that all sums of money accruing to Distributor hereunder shall be held by Exhibitor in trust for Distributor.

(B) It is further agreed that "gross receipts," as such term is used in this agreement, means all sums (exclusive of admission taxes collected) received by Exhibitor for [fol. 5778] admission to said theatre on the date(s) of exhibition of the respective motion pictures.

(C) Exhibitor agrees to advertise and announce each motion picture as a "Metro-Goldwyn-Mayer Production"; and further agrees that in all newspaper advertising and publicity issued by Exhibitor relating to said motion pictures Exhibitor shall adhere to the form of announcement contained in the advertising matter issued by Distributor.

(D) It is agreed that if Exhibitor shall fail or refuse to date, play, or pay the license fees of any motion picture(s) contracted for under any other exhibition contract(s) between the parties hereto or under any exhibition contract entered into between Exhibitor and Metro-Goldwyn-Mayer Distributing Corporation, or if Exhibitor violates any of the other provisions of any of such other contract(s), Distributor may at its option exercise with respect to this agreement any and all of the rights granted Distributor under Clause Seventeenth hereof, and further agreed that in the event Distributor elects to terminate as provided in said Clause Seventeenth Distributor may at its option declare the aggregate of the license fees of all motion pictures specified in this agreement then not exhibited and/or paid for forthwith due and payable by Exhibitor; provided that nothing herein contained shall be

deemed to give Distributor any of such rights with respect to a feature motion picture contract because of Exhibitor's default and a short subjects contract or (vice versa) if Exhibitor shall have agreed to arbitrate all claims and controversies arising under all existing exhibition contracts between the parties hereto.

(E) It is agreed that upon a breach or default by Exhibitor under this contract or any other contract between Distributor and Exhibitor or under any exhibition contract entered into between Exhibitor and Metro-Goldwyn-Mayer Distributing Corporation by reason of which Distributor shall have the right to declare same a breach of the entire contract and/or of any or all other contracts between the parties and to recover as damages therefor the amount payable as license fees in respect of all motion pictures contracted for under this contract and/or such other contract(s) not therefore exhibited and/or paid for, the amount Distributor shall be entitled so to recover as [fol. 5779] damages for each day on which any motion pictures licensed under this and/or any such other contract(s) upon a "participating basis" was to have been exhibited is hereby liquidated as follows: Distributor shall be entitled to recover (in addition to any fixed sums payable able in respect of such motion picture) a sum equal to the percentage provided for in such "participating basis" of the average daily gross receipts of the theatre during the exhibition thereat of all feature motion pictures distributed by Distributor exhibited by Exhibitor on a "participating basis" during the period of ninety (90) days prior to the date Distributor so declares such breach of the entire contract; or, in the event no feature motion picture distributed by Distributor was exhibited at said theatre on a "participating basis" during said period, then Distributor shall be entitled to recover (in addition to any fixed sums payable in respect of such motion picture) a sum equal to said percentage of the average daily gross receipts of the theatre during the period of thirty (30) operating days immediately prior to the date Distributor so declares such breach of the entire contract.

(F) Exhibitor hereby expressly grants Distributor the right to demand and receive, as a condition precedent to delivery of the print and/or sound records of any motion picture contracted for hereunder, payment of all amounts

then due Distributor by Exhibitor under this or any other exhibition contract(s) between the parties hereto and/or under any exhibition contract(s) entered into between Exhibitor and Metro-Goldwyn-Mayer Distributing Corporation and Distributor may require such payment of all sums then due by means of a C. O. D. shipment or otherwise.

(G) It is agreed that if the number of days of exhibition selected, designated or otherwise agreed upon, and confirmed in writing by Distributor for any motion picture licensed hereunder shall be less than the maximum number of days specified in the Schedule hereof with respect to such motion picture, then regardless of the number of days specified in said Schedule the license hereby granted to Exhibitor as to such motion picture shall be limited to the number of days of exhibition so selected and confirmed, unless Exhibitor prior to the last playdate so confirmed by Distributor shall secure Distributor's consent in writing [fol. 5780] to exhibit such motion picture an additional day or days up to the maximum number of days specified in said Schedule.

It is further understood and agreed that the license hereby granted shall not be deemed to include—

(a) any right of exhibition of any motion picture licensed hereunder at any time other than on the date or dates of exhibition selected, designated or otherwise agreed upon, as herein provided, and confirmed in writing by Distributor to Exhibitor for such picture; nor

(b) any right of exhibition of any motion picture licensed hereunder other than by means of the print of the picture furnished to Exhibitor by Distributor for the express purpose of exhibition on the date or dates of exhibition so selected, designated or otherwise agreed upon, as herein provided, and confirmed in writing by Distributor to Exhibitor for such picture.

(H) It is understood and agreed that the remedy of damages provided for in Clause Second (b) of this agreement shall be the sole and exclusive remedy for any of the defaults by Distributor referred to in said Second (b).

(I) It is understood and agreed that Distributor may furnish prints of any of the motion pictures contracted for hereunder mounted on reels of 2000 feet maximum capacity.

(J) It is agreed that clause Nineteenth hereof (headed "Roadshows") be and same hereby is modified and amended so that the number of motion pictures mentioned in subdivisions (a), (b) and (c) of said clause shall be three (3) instead of two (2).

(K) Exhibitor during the whole of the licensed exhibition period of each of the motion pictures exhibited hereunder agrees to and shall charge for admission to said theatre the following prices:

	Matinee Admission Prices, per person		Evening Admission Prices (Commencing 6 P. M.), per person	
Orchestra:	Children....	Adults.....	Children.....	Adults.....
Balcony:	Children....	Adults.....	Children.....	Adults.....

If during any such period less than said respective admission prices is charged, the Distributor in addition to all other rights hereunder shall have the right: (a) to [fol. 5781] immediately terminate the license of the motion picture then being exhibited by written notice to such effect to the exhibitor, and upon the giving of such notice the license of such motion picture shall forthwith terminate and revert to the Distributor; or (b) provided the Exhibitor is granted herein a period of clearance, to reduce such period by not to exceed one-half in respect to each of the motion pictures thereafter deliverable hereunder; or (c) provided no period of clearance is specified in the Schedule, to withhold for a period not to exceed sixty (60) days notice of the date when each motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor, and as to each such motion picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determined as provided in Clause Sixth hereof.

It is further agreed that during the entire period of the engagement at said theatre of each of the motion pictures licensed hereunder none of the respective admission prices above set forth shall be reduced without the prior written consent of Distributor, and that if any of the motion pictures licensed hereunder are licensed upon a "participating basis"—that is, if the rental thereof is to be determined in whole or in part upon a percentage of the receipts of said theatre or any part thereof—that Exhibitor shall ac-

count to Distributor upon the basis of the respective admission prices set forth above for each person admitted to the theatre, except for a customary and reasonable number of free admissions to bona fide representatives of the press and/or in consideration of theatre advertising at each performance of each of said motion pictures (provided that if at any such performance any of the prices of admission are greater than the respective amounts above set forth Exhibitor shall account to Distributor on the basis of such larger amounts); and further agreed that if during the engagement of any of the motion pictures licensed hereunder any of the respective admission prices above set forth are reduced without prior written consent of Distributor, or upon failure or refusal of Exhibitor to account to Distributor upon the basis herein provided with respect to any one or more of the motion pictures licensed [fol. 5782] hereunder on a "participating basis," Distributor shall have the right to terminate this contract as to all motion pictures not theretofore exhibited hereunder, together with the right at Distributor's option to terminate any other exhibition contract(s) between the parties hereto and/or any exhibition contract(s) entered into between Exhibitor and Metro-Goldwyn-Mayer Distributing Corporation and Distributor may at its option thereupon declare such violation hereof by Exhibitor a breach of this entire contract and/or any or all such other contracts entitling Distributor to recover from Exhibitor as damages therefor the amount payable as license fees in respect of all motion pictures not theretofore exhibited and/or paid for pursuant to the provisions of this contract and/or such other contract(s). It is understood and agreed that such rights shall be in addition to any and all other rights and remedies granted Distributor in this agreement and without prejudice to any and all other rights and remedies of Distributor at law or equity.

Run ..... Clearance .....

(L) In case Exhibitor is granted a second and/or subsequent run hereunder Distributor may at its option require any of the motion pictures to be exhibited by Exhibitor as a prior run and Exhibitor agrees so to exhibit same.

(M). Separate Applications: It is expressly understood and agreed that the approval or rejection of this application by Distributor shall not be deemed an approval or rejection of any other application or applications signed by Exhibitor at the same time or at any other time.

Playing Arrangement(s)

Exhibitor by executing this application acknowledges that Distributor has two different forms of exhibition contract for the product hereby licensed and has offered Exhibitor the choice, and that Exhibitor has of his (its) own free will selected this form.

[fol. 5783] Optional Arbitration Clause

Optional Clause: The foregoing Clause Twentieth is optional with the parties hereto. If it is desired to make such clause a part of this license, the Exhibitor and the duly authorized representative of the Distributor shall sign their respective names where indicated immediately following this paragraph and unless so signed the said Clause shall be deemed excluded from this license agreement.

It is agreed by and between the parties that Clause Twentieth, providing for voluntary arbitration of disputes arising hereunder, shall be included as a part of this license.

—— ——, Representative of the Distributor Duly Authorized to Agree to the Foregoing Clause Twentieth. Exhibitor —— ——, L. S., An Individual—A Partnership—A Corporation (Strike Out Two), by —— ——, Partner—General Manager—Officer (Strike Out Two).

In witness whereof ..... the Exhibitor, operating the ..... Theatre, located at ..... Street, in the City & State: ..... has on Date: ..... executed this application, which upon written acceptance thereof by the Distributor shall be deemed to be the license of the said Exhibitor for the

exhibition of the motion pictures specified in the Schedule, but only at the said Theatre in accordance with the terms and conditions hereof.

Loew's Incorporated (Distributor of Metro-Goldwyn-Mayer Pictures), by ——, (This Signature is for Identification Only and Is Not an Acceptance) Lessee—Owner (Strike Out One). Exhibitor ——, L. S., An Individual—A Partnership—A Corporation (Strike Out Two), by ——, Partner—General Manager—Officer (Strike Out Two). Accepted, Approved and Countersigned at New York, N. Y. Date ——, Loew's Incorporated (L. S.), by ——, Vice President or Sales Manager.

[fols. 5784-5791]

Branch	Territory Letter	Exhibitor's Record Card	Contract Register	Contract Number	Amount

[fol. 5792] PARAMOUNT—1936-37

Form 3640D 5-36

Standard License Agreement

Agreement of license under copyright made in one or more counterparts between Paramount Pictures, Inc., a New York Corporation (hereinafter referred to as the Distributor), party of the first part, and the Exhibitor (hereinafter named and referred to as the "Exhibitor," operating the theatre hereinafter designated), party of the second part, Witnesseth: The parties hereto agree as follows:

License

First. The Distributor grants the Exhibitor and the Exhibitor accepts, a limited license under respective copyrights of the motion pictures designated and described in the Schedule hereof and under the copyright of any matter included in any sound recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the said theatre for the number of consecutive days

specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Exhibitor will have at the date or dates of the exhibition of each of such motion pictures a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said copyrighted musical compositions. If more than one theatre is hereinafter designated the said motion pictures are licensed for exhibition at only one of such theatres unless otherwise in the Schedule specifically provided in writing.

[fol. 5793] Term and Warranty

Second. (a) The term of this Agreement shall begin with the date fixed or determined for the exhibition at the said theatre of the first motion picture deliverable hereunder and shall continue for a period of one year thereafter unless otherwise in the Schedule provided. The Distributor agrees during said term to deliver to the Exhibitor, and the Exhibitor agrees to exhibit at said theatre during said term upon the date or dates herein provided for, a positive print of each of said motion pictures except such as may be excluded as provided in Clause Fourteenth hereof. The Distributor warrants that each positive print will be in good physicial condition for projection and exhibition, and will clearly reproduce the recorded sound in synchronism therewith if properly used upon standard reproducing equipment. If the recorded sound is not recorded upon a print, all references herein to a print shall be deemed to include the records, discs, and any other device upon which sound may be recorded for reproduction with the exhibition of a print.

Damages—Failure to Deliver

(b) If the Distributor shall fail or refuse to deliver, or the Exhibitor shall fail or refuse to exhibit during the term hereof, any of said motion pictures, excepting those which may be eliminated as provided in Clause Fourteenth hereof, or if the Distributor shall wilfully violate any of the provisions of Clause Seventh hereof or shall deliver to the Ex-

hibitor a print of any motion picture which print shall be determined was not in condition for exhibition and for the reproduction of sound as provided in Clause Second, the Exhibitor or the Distributor, as the case may be, shall pay the damage so caused and if such damage cannot be definitely computed shall pay as liquidated damages a sum equal to the fixed sum herein specified as the rental of each such motion picture or a sum computed as provided in Clause Third (c) hereof, if the rental of any such motion picture is to be determined, either in whole or in part upon a percentage of the admission receipts of said theatre or any part thereof or upon a percentage of such receipts and a fixed sum; provided that any claim by the Exhibitor [fol. 5794] with respect to the condition of a print shall be deemed to have been waived by the Exhibitor unless notice of such claim shall have been given by the Exhibitor to the Distributor's exchange from which the Exhibitor is served, by telephone or telegraph, or in person, immediately after the first public exhibition thereof by the Exhibitor and written confirmation thereof mailed by the Exhibitor upon the same day to the Distributor's said exchange.

Payment

Third. (a) Exhibitor agrees to pay for such license as to each such motion picture the fixed sums specified in the Schedule at least three (3) days in advance of the date of delivery of a print thereof at the Distributor's exchange or of the date of shipment to the Exhibitor from another exhibitor, unless after the acceptance of this application by the Distributor such payment shall be otherwise agreed to by the Distributor in writing signed by an officer of the Distributor. All payments hereunder shall be made to the Distributor at the City in which is located the exchange from which the Exhibitor is served.

(b) Percentage Bookings.—If the rental of any such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre or any part thereof, the Exhibitor agrees to pay such rental immediately after the last exhibition upon the last date of the exhibition of each such motion picture or if requested by the Distributor at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition

of each such motion picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date. Such statement shall be signed by the Exhibitor or the Manager or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and figures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an authorized representative of the Distributor is hereby given the right to verify the sale of all [fol. 5795] tickets of admission to said theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor make certain expenditures and/or deductions, to examine all entries relating to such expenditures and/or deductions. Such right of access and examination of the Exhibitor's books and records limited as aforesaid, shall continue for a period of four (4) months after the receipt by the Distributor of each such statement. The Distributor agrees, unless such representative is in the continuous employ of the Distributor or employed as a checker, not to employ as a representative for such purpose any person a resident of or employed in the place where the said theatre is located, other than a person engaged in business as an accountant. The Distributor agrees that any information obtained pursuant to the provisions of this clause will be treated as confidential, excepting in any arbitration proceeding or litigation in respect to this license.

(c) Liquidated Damages—Percentage Bookings.—If the Exhibitor fails or refuses to exhibit any of said motion pictures as herein provided and the rental or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre, the Exhibitor shall pay the Distributor as liquidated damages for each day the Exhibitor fails or refuses to exhibit such motion pictures, in addition to any fixed sums payable hereunder in respect of such motion picture, a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by the

Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Distributor was exhibited at such theatre during said ninety day period, then a sum equal to such percentage of the average daily gross receipts of such theatre during the period of thirty operating days immediately prior to the date or dates when such motion pictures should have been exhibited, or prior to the date of such failure or refusal to [fol. 5796] exhibit any of said motion pictures: *Provided* That if the Exhibitor shall exhibit such motion pictures for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to sixty-five (65%) of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

Delivery and Return of Prints

Fourth. (a) After each of said motion pictures is generally released for public exhibition and becomes available for exhibition hereunder by the Exhibitor, the Distributor agrees to deliver as hereinafter provided, a print thereof to the Exhibitor.

(b) The public exhibition of any of said motion pictures for three (3) consecutive days at prices usually charged for admission to the theatre where so exhibited in the territory wherein is located the exchange from which the exhibitor is served, excepting any "road show", "tryout", "preview", or "pre-release" exhibitions thereof, shall be deemed the general release for public exhibition of such motion picture but only in such territory. A "pre-release" exhibition shall be deemed any exhibition because of seasonal conditions making desirable exhibitions in advance of general release as herein defined.

(c) The Exhibitor agrees to exhibit each of said motion pictures in the order of its general release by the Distributor in the exchange territory in which said theatre is located. The Exhibitor shall have the right to select any

of the motion pictures, excepting the last deliverable hereunder, for exhibition out of the order of its general release, subject to prior runs and/or clearance granted other exhibitors, on the date or dates determined as provided in Article Sixth hereof or otherwise agreed upon, but only upon the following conditions (a) that the Exhibitor is not in default hereunder and shall have fully complied with all the provisions, if any, set forth in the Schedule for the exhibition of one or more of said motion pictures at specified intervals; and (b) that the Distributor and the Exhibitor [fol. 5797] shall then agree upon the date or dates upon which all of the motion pictures generally released prior to the general release of such motion picture and available for exhibition hereunder shall be exhibited by the Exhibitor, which date or dates shall be within thirty (30) days from the first exhibition date of the motion picture to be exhibited out of the order of its general release; or in the alternative the Exhibitor shall then pay to the Distributor the license fee for each of such motion pictures then generally released and available for exhibition hereunder, and as to any thereof which shall not be exhibited by the Exhibitor within thirty days from the first exhibition date of the motion picture to be exhibited out of the order of its general release, the grant of the run and clearance period in respect thereof shall be deemed waived by the Exhibitor. Upon the failure or refusal of the Exhibitor to exhibit any of such motion pictures then generally released and available for exhibition hereunder within said thirty-day period or to pay the license fee thereof, the right of the Exhibitor to thereafter select for exhibition any motion picture out of the order of its general release shall be forfeited. The provisions of this paragraph (c) shall not be deemed to limit or qualify the provisions of Article Sixth hereof excepting as in this paragraph (c) specifically provided.

(d) The Distributor shall make deliveries hereunder to the Exhibitor or to the Exhibitor's authorized agent, by delivery at the Distributor's exchange, or to a common carrier, or to the United States Postal authorities. If deliveries are made to a carrier or to a post office, they shall be made in time for prints to reach the place where the said theatre is located in time for inspection and a projection thereof before the usual time for opening said theatre.

(e) Exhibitor agrees to return immediately after the last exhibition on the last date of exhibition licensed, each print received hereunder, with its reels and containers, to the exchange of the Distributor from which the Exhibitor is served or as otherwise directed by the Distributor in the same condition as when received, reasonable wear and tear due to proper use excepted. Exhibitor agrees to pay all costs of transportation of such prints, reels, and containers from the Distributor's exchange or the last previous ex- [fol. 5798] hibitor having possession of the same, and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange, transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

(f) If Exhibitor fails to or delays the return of any positive print to the Distributor or fails to forward or delays forwarding (as directed by the Distributor) any such print to any other exhibitor, the Exhibitor agrees to pay the Distributor the damage, if any, so caused the Distributor and in addition the damage, if any, so caused such other exhibitor. The Exhibitor shall have the right to participate in any compromise of or intervene in any arbitration or legal proceedings based upon any claim for such damage asserted against the Distributor by another exhibitor; notice of which shall be given the Exhibitor by the Distributor.

Loss and Damage to Prints

Fifth. The Exhibitor shall pay to the Distributor a sum equal to the cost of replacement at the Distributor's exchange for each linear foot of any print, lost, stolen or destroyed or injured in any way in the interval between the delivery to and th return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. Such payment, however, shall not transfer title to or any interest in any such positive print to the Exhibitor or any other party, nor release the Exhibitor from any liability arising out of any breach of this agreement. The

Distributor shall at the option of the Exhibitor repay or credit to the Exhibitor any sums paid by the Exhibitor for any lost or stolen print, excepting "news reels", upon the return of such lost or stolen print to the Distributor within sixty (60) days after the date when the same should have been returned hereunder. The Exhibitor shall not be liable for the damage or destruction of any print, provided the Exhibitor establishes such damage or destruction occurred while in transit from the Exhibitor and delivery [fol. 5799] thereof was made as hereinabove provided. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft, or destruction of or damage or injury to any print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter immediately after the first public exhibition thereof shall have telegraphed the Distributor's exchange that such print was received by the Exhibitor in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

Selection of Playdates

Sixth. Unless otherwise agreed upon or unless definitely specified or otherwise provided for in the Schedule, the exhibition date or dates of each of said motion pictures shall be determined as follows:

1. Subject to prior runs and/or clearance granted or hereafter granted by the Distributor to other exhibitors and within a reasonable time after a print or prints of any of said motion pictures are received at the exchange of the Distributor out of which the exhibitor is served, and provided the Exhibitor is not in default hereunder, the Distributor shall mail to the Exhibitor a notice in writing of the date when each such motion picture will be available for exhibition by the Exhibitor (which date is hereinafter referred to as the "available date"). Such notice shall be mailed to the Exhibitor at least fifteen (15) days before the available date therein specified.

2. Within fourteen (14) days after the mailing of such notice, the Exhibitor shall select an exhibition date or dates

not theretofore assigned to another exhibitor or other exhibitors, within the period commencing upon the available date and ending thirty (30) days thereafter and give to the Distributor written notice of the date or dates so selected.

3. Upon the failure of the Exhibitor to so select such date or dates the Distributor shall designate such date or dates by mailing written notice thereof to the Exhibitor.

[fol. 5800] Clearance and Run

Seventh. The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the "run" or prior to the expiration of the "clearance period" if any in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Advertising Prior to First Run

Eighth. (a) If the Exhibitor is granted a subsequent run of the said motion pictures, the Exhibitor shall not advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other Exhibitor having the right to a prior run thereof. Nothing in this Clause shall be deemed to prohibit the Exhibitor from advertising generally all of said motion pictures as a group but such general advertising shall not refer to any one of said motion pictures during its exhibition by any other exhibitor having the first or immediately prior run thereof, excepting as herein provided.

(b) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be roadshown by the Distributor and not excepted and excluded from this license, until after the completion of

such roadshowing in the United States, and then only as permitted in paragraph (a) of this Clause.

(c) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such [fol. 5801] notice the license of such motion picture shall terminate and revert to the Distributor, unless arbitation is herein provided for and immediately upon the receipt of any such notice of exclusion the Exhibitor by written notice given to the Distributor shall deny breaching any of the provisions of this Clause, in which case the question of fact raised by such denial shall be determined by arbitration.

Acceptance by Distributor

Ninth. Until accepted in writing by an officer of or any person authorized by the Distributor and notice of acceptance sent to the Exhibitor this instrument shall be deemed only an application for a license under Copyright, and may be withdrawn by the Exhibitor any time before such acceptance. Unless such notice of acceptance is sent the Exhibitor by mail or telegraph within fifteen (15) days after the date thereof, if the said theatre of the Exhibitor is located East of the Mississippi River, and within thirty (30) days after the date thereof if located West of said river, said application shall be deemed to have been withdrawn. The deposit by the Distributor of any check or other consideration given by the Exhibitor at the time of application as payment for any purpose or the delivery of a print of any of said motion pictures shall not be deemed an acceptance hereof by the Distributor.

Changes in Writing

Tenth. This license agreement is complete and all promises, representations, understandings and agreements in reference thereto have been expressed herein. No change or modification hereof shall be binding upon the Distributor unless in writing signed by an officer of the Distributor, excepting in an emergency and only then, a change or modification may be consented to in writing but only by the representative of the Distributor managing the Distributor's exchange out of which the Exhibitor is served

provided such change or modification does not change or modify the run, and/or clearance period, or decrease any rental, or eliminate any motion picture specified in the Schedule.

[fol. 5802] Assignment on Sale of Theatre

Eleventh. This license shall not be assigned by either party without the written consent of the other, provided, that if the Exhibitor sells the said theatre or transfers any interest therein and is not in default hereunder, the Exhibitor may assign this license to the purchaser of the theatre or of such interest without the written consent of the Distributor, but any such assignment shall not be valid or of any effect hereunder unless a written acceptance thereof by the assignee assuming the obligations of the Exhibitor shall be delivered to the Distributor. Any such assignment shall not release the Exhibitor from any liability hereunder unless such release from liability is consented to by the Distributor in writing.

Taxes

Twelfth. The Exhibitor shall pay to the Distributor upon demand, any tax, fee, or other like charge now and/or hereafter imposed or based upon the delivery and/or the exhibition of prints of motion pictures and/or upon the sums payable under this license by the Exhibitor to the Distributor. If under any statute or ordinance any such tax, fee, or other like charge is or shall be payable or paid by the Distributor and the exact amount payable hereunder by the Exhibitor is not therein definitely fixed or cannot be exactly determined, then the Exhibitor shall pay such part of any such tax, fee, or other like charge paid or payable by the Distributor as shall be fixed in the manner determined by the then President of the American Arbitration Association.

Prevention of Performance

Thirteenth. If the Exhibitor shall be prevented from exhibiting or the Distributor from delivering any of the said motion pictures for causes beyond their direct control then this license in respect to each such motion picture shall terminate and revert to the Distributor without liability on the part of either party, provided reasonable written notice of such termination and the cause thereof is given.

[fol. 5803] Option to Exclude if Group Licensed

Fourteenth. (a) If in this license agreement the total number of feature motion pictures offered to the Exhibitor by the Distributor, at one time, shall have been licensed by the Distributor hereunder and the license fee of each thereof averages not more than Two hundred and fifty ($250.00) Dollars, the Exhibitor shall have the privilege to exclude from this license agreement not to exceed ten (10%) percent of the total number of feature motion pictures licensed hereunder; provided that the Exhibitor

(1) is not in default hereunder, and

(2) shall have fully complied with all of the provisions, if any, set forth in this agreement for the exhibition of such feature motion pictures at specified intervals.

(b) Such privilege of exclusion may be exercised only upon the following terms and conditions:

(1) The Exhibitor shall give to the Distributor written notice of the Exhibitor's election to exclude any of said feature motion pictures within fourteen (14) days after the general release date thereof in the exchange territory out of which the Exhibitor is served.

(2) The Exhibitor may exclude without payment therefor one (1) motion picture out of each group of ten (10) of the number of feature motion pictures specified in this license agreement provided the Exhibitor has paid for the other nine (9) of such group.

(3) If such privilege of exclusion is not exercised as provided in paragraph (b) (2) above, the Exhibitor may nevertheless exercise such privilege by paying the license fee of each motion picture excluded with the notice of its exclusion. In such case, such payment shall be credited against such tenth or succeeding tenth motion picture, as the case may be, which the Exhibitor would otherwise be privileged to exclude as provided in paragraph (b) (2) above.

If the only or last group licensed is less than ten (10) and more than five (5) motion pictures, the privilege to exclude shall apply provided the Exhibitor has paid for all motion pictures but one in such group.

[fol. 5804] (c) Upon the failure or refusal of the Exhibitor to comply with any term or condition of this license agreement, or to comply with any arbitration award in respect thereto, the privilege of exclusion forthwith shall be revoked and the Exhibitor shall be liable for and pay to the Distributor the license fees of all motion pictures theretofore excluded.

(d) If the license fee of any feature motion picture specified in this license agreement is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, such license fee (for the purpose of computing the average license fee of all the motion pictures licensed) shall be determined as follows:

(1) Average the license fees of all of the Distributor's feature motion pictures exhibited upon a percentage basis at the Exhibitor's theatre during the period of one year prior to the term of this license agreement.

(2) If none of the Distributor's feature motion pictures were exhibited upon a percentage basis at such theatre during said period, average the license fees of all feature motion pictures exhibited upon a percentage basis at such theatre during the said period.

(e) If the rental of any motion picture excluded is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, the sum to be paid by the Exhibitor as provided in paragraph (b) (3) hereof shall be determined as follows:

(1) Average the gross receipts of all the Distributor's feature motion pictures exhibited at the Exhibitor's theatre during the ninety (90) day period preceding the Exhibitor's notice of exclusion, and apply to such average the percentage terms specified in this license agreement for the picture excluded.

(2) If no feature motion pictures of the Distributor were exhibited at the Exhibitor's theatre during said ninety (90) day period, average the daily gross receipts of the Exhibitor's theatre during said ninety (90) day period, average the daily gross receipts of the Exhibitor's theatre for the period of thirty (30) operating days preceding the Exhibitor's notice of exclusion and apply to such average

the percentage terms specified in this license agreement for the picture excluded.

[fol. 5805] (f) In computing the number of feature motion pictures which may be excluded hereunder, fractions of more than one-half (½) shall be regarded as one (1).

(g) Upon the exclusion of each feature motion picture, the license therefor and all rights thereunder shall terminate and shall revert to the Distributor.

First-Run Exhibitions

Fifteenth. (a) If the Exhibitor is granted a first run of the said motion pictures, the Exhibitor shall exhibit each of the feature motion pictures excepting those described in Paragraph (d) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the Distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the first exhibition date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period of clearance of such motion picture shall be reduced so as to expire one hundred and twenty (120) days after said scheduled date of its general release. If the Exhibitor is granted a first run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said period of one hundred and twenty (120) days, the grant of the said first run and the clearance period in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Second-Run Exhibitions

(b) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any of the feature motion pictures, excepting

[fol. 5806] those described in Paragraph (d) of this Clause within the said period of one hundred and twenty (120) days specified in Paragraph (a) of this Clause, the Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said fourteen (14) days period the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Subsequent Runs Exhibitions

(c) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other Exhibitor having been granted the second run thereof immediately prior to such subsequent run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of fourteen (14) days specified in Paragraph (b) of this Clause the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the expiration of the said fourteen-day period and ending seven (7) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in this Clause provided.

[fol. 5807] Extended Runs

(d) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than one show week prior to the run granted the Exhibitor shall be excepted from the provisions of this Clause and of Paragraph (b) of Clause Fourth.

Exhibition After Revocation of Run and Clearance

(e) Upon the waiver of the grant of the run and/or the clearance period of any feature motion picture as provided in Paragraphs (a), (b) or (c) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon written request mailed or delivered to the Distributor within sixty (60) days after the last date upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Failing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

If the provisions of this Clause shall in anywise be in conflict with the provisions of any other license agreement made and entered into by the Distributor with any other exhibitor prior to September 1, 1935, the provisions of this Clause shall be deemed to be subordinate and subject to the provisions of such other license agreement.

Remedies

Sixteenth: If the Exhibitor shall fail or refuse to pay the rental of any of such motion pictures as provided in this license or to furnish statements of the receipts of said theatre, if any are required hereunder, or to give the Distributor's representative access to the said theatre or its box office and/or the Exhibitor's books and records relative to motion pictures the rentals of which are based upon the said theatre's admission receipts as herein provided, [fol. 5808] or if the Exhibitor shall exhibit or permit the exhibition of any of said motion pictures at any time or

place other than as herein specified, or if the Exhibitor becomes insolvent or is adjudicated a bankrupt, or executes an assignment for the benefit of his creditors, or if a receiver is appointed for any of the property of the Exhibitor, or if the Exhibitor voluntarily or by operation of law should lose control of the said theatre or his said interests therein making it impossible for the Exhibitor to exhibit the said motion pictures at the said theatre, then upon the happening of any one or more of said events, the Distributor may at its option, (1) terminate this license agreement, or (2) suspend the delivery of additional motion pictures hereunder until such default or defaults should cease and be remedied. It is agreed that the exercise of any of said remedies by the Distributor shall be in addition to and without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this license agreement.

Roadshows

Seventeenth. (a) The Distributor shall have the right to exhibit and/or cause to be exhibited as a "roadshow," at any time prior to the exhibition thereof hereunder, such of the motion pictures licensed hereunder as the Distributor may from time to time select and determine, provided, however, that such roadshow exhibitions shall be at theatres at which admission prices for evening performances, during such exhibitions thereof, of not less than one ($1) dollar shall be charged for the majority of the orchestra seats, and further provided that, except in the cities of New York and Los Angeles, not more than two of such motion pictures shall be so roadshown.

(b) If and when any such readshow exhibition shall be in the City of New York and/or the City of Los Angeles, and if the Exhibitor's theatre is situated in the territory then served by the Distributor's exchange or exchanges located in New York or in Los Angeles, as the case may be, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown in each or both of said territories, upon sending [fol. 5809] to the Exhibitor written notice to such effect not later than four (4) weeks after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude such motion picture

from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territority. The exception and exclusion of any such motion picture in the territory then served by the Distributor's exchange or exchanges located in the City of Los Angeles, or in the City of New York, as the case may be, shall not be deemed to require the Distributor to except and exclude the same motion picture in both of said territories.

(c) If and when any such roadshow exhibition, excepting those in the City of New York and/or in the City of Los Angeles, shall be in the territory served by the Distributor's exchange or exchanges serving the Exhibitor's theatre the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown upon sending to the Exhibitor written notice to such effect within seven (7) days after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude each such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory.

(d) The inadvertent omission to send to any such other exhibitors the notice provided for in Paragraphs (a) and (b) of this Clause shall not be deemed to affect the exception and exclusion from this license of any such motion picture.

(e) The Distributor may so exercise such right to except and exclude any such motion picture from time to time, in the respective territories, as above defined, in the United States. Any motion picture so roadshown in any place in the United States, and not excepted and excluded from this license as aforesaid, shall not be deemed available for exhibition hereunder until after the completion of such roadshowing of such motion picture in the United States, and such motion picture shall be exhibited hereunder when generally released by the Distributor and as and when available for exhibition by the Exhibitor, and the term of this license agreement specified in Clause Second shall be in respect to each such motion picture, extended to and [fol. 5810] including the date or dates of exhibition by the Exhibitor hereunder of each thereof.

(f) For each motion picture that the Distributor shall except and exclude, as aforesaid, the Exhibitor is hereby

granted the option to except and exclude from this license (in addition to those which may be excluded as provided in Clause Fourteenth) one of the other motion pictures licensed hereunder, but only if the Exhibitor shall give to the Distributor written notice to such effect not later than fourteen (14) days before the date fixed for the exhibition hereunder of such other motion picture. The Distributor may exhibit and/or license the exhibition of any and all motion pictures excepted and excluded from this license by the Distributor and/or the Exhibitor, as aforesaid, when and where desired by the Distributor, free from all claims of the Exhibitor in respect thereof and the license of each thereof shall forthwith upon exclusion as hereinbefore provided terminate and revert to the Distributor.

Cutting or Alteration of Prints

Eighteenth. The Exhibitor shall exhibit each print in its entirety and shall not copy, duplicate, subrent or part with possession of any print. The Exhibitor shall not cut or alter any print, excepting to make necessary repairs thereto, or when required by any duly constituted public official or authority or with the written or telegraphic consent of the Distributor. The Exhibitor, however, may cut the print of a news reel, and in such case shall completely restore all parts cut therefrom, prior to the return thereof to the Distributor or shipment elsewhere if so directed by the Distributor, in the same condition as received by the Exhibitor.

Optional Arbitration Clause

Optional Clause. The following Clause Nineteenth is optional with the parties hereto. If it is desired to make such clause a part of this license, the Exhibitor and the duly authorized representative of the Distributor shall sign their respective names where indicated immediately following this paragraph and unless so signed the said Clause shall be deemed excluded from this license agreement.

[fol. 5811] It is agreed by and between the parties that Clause Nineteenth, providing for voluntary arbitration of disputes arising hereunder, shall be included as a part of this license.

—— ——, Representative of the Distributor duly authorized to agree to the following Clause Nineteenth. —— ——, Exhibitor.

Arbitration

Nineteenth. The Exhibitor and the Distributor respectively, freely and voluntarily agree that as a condition precedent to the commencement of any action or proceeding in any court by either of them, to determine, enforce or protect the legal rights of either hereunder, each shall submit all claims and controversies arising hereunder for determination by arbitration to an Arbitration Board (hereby expressly waiving the oath of the arbitrators) which shall consist of four members, each of whom shall be engaged in the motion picture business, and two of whom to be appointed by the Exhibitor, and the remaining two to be appointed by the Distributor.

Upon the written request of the Distributor or the Exhibitor for the arbitration of any dispute or controversy arising hereunder, the party making such request shall name therein two arbitrators stating the business address and business or business connection of each and shall designate therein the date, time and place of the hearing of such controversy. The date of such hearing shall not be earlier than seven (7) days from the date of the sending of such notice, unless it shall be claimed in such notice that irreparable injury will result unless there is a speedy determination of such controversy in which case such hearing may be designated to be held earlier than said seven (7) day period.

Within five (5) days after the mailing of such request for arbitration, the party upon whom such request is made shall name two arbitrators in a written notice mailed or delivered to the other party, stating therein the business address and business or business connection of each arbitrator. If either party fails or refuses to name the arbitrators as [fol. 5812] herein provided or if any arbitrator so named shall fail or refuse to act, or be unable to serve or shall be challenged and others are or another arbitrator qualified and then available to act is not then appointed, others or another arbitrator may be appointed by the other party as the case may be.

No member of the Arbitration Board shall hear or determine any controversy in which he has an interest direct or indirect and any member having such interest shall be disqualified to act.

If the arbitrators or a majority of them are unable to

reach a decision, then they, or a majority of them shall immediately select an umpire who shall not be engaged in the motion picture business. In such case the hearing before the umpire shall be at such time and place as the umpire shall designate and shall be had before the umpire alone, the arbitrators not to be permitted to attend the hearing before the umpire. If the arbitrators or a majority of them are unable to agree upon the selection of an umpire, the American Arbitration Association shall be requested to make such selection.

The Arbitration Board shall have general power to determine such dispute or controversy as shall be submitted, to make findings of fact in respect thereof and to direct specific performance of a contract, and/or that the same has been breached in whole or in part, and/or that damages on such account shall be paid. The Board of Arbitration shall have the power only to give force and effect to the provisions of this license agreement and the rights or obligations of the parties thereunder; provided that if after a full hearing of any controversy submitted for arbitration hereunder, excepting any submission to an umpire designated as hereinabove provided, the arbitrators or a majority of them are of the opinion that because of unusual circumstances arising after the execution of this license agreement and beyond the direct control of the parties hereto disclosed at such hearing, a strict enforcement of the provisions of this license agreement would impose undue hardship upon one of the parties, the arbitrators or a majority of them may recommend in writing to the parties a settlement of such controversy upon such terms and conditions deemed by the arbitrators fair and just. If such settlement is not agreed [fol. 5813] to by the parties within five (5) days after the receipt of a copy of such recommendation, the controversy shall be deemed withdrawn from the arbitrators and shall be submitted with a written statement of all of the facts adduced at the hearing before the arbitrators together with all documentary evidence, to the National Appeal Board in New York. The disposition by the National Appeal Board of any such recommendation shall be final and binding upon the parties hereto.

The hearing of any such controversy shall be had before the Arbitration Board in the city wherein is situated the exchange of the Distributor from which the Exhibitor is

served unless the parties agree in writing that such hearing be had in some other place. If either party fails or refuses to submit to arbitration any such claim or controversy, the other party may apply to a United States District Court, or to any other Court, including a court of a state in which such hearing would otherwise not be had, for an order to proceed to arbitrate in which case such hearing shall be had in such place as the court to which such application is made may lawfully direct.

The parties hereto further agree to abide by and forthwith comply with any decision or award of the arbitrators, or a majority of them and consent that any such decision or award shall be enforceable in or by any Court of competent jurisdiction pursuant to the law of such jurisdiction now or hereafter in force.

If the Exhibitor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the award of the arbitrators in respect thereto, within seven (7) days, the Distributor may at its option suspend the deliveries of the motion picture provided for in this and in each other existing license agreement between the parties hereto and/or terminate this and each such other license agreement; and upon such termination the aggregate of the license fees of all motion pictures specified in this and any other such license agreement then not exhibited forthwith shall become due and payable by the Exhibitor.

If the Distributor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the decision or the award of an Arbitration [fol. 5814] Board in respect thereto within seven (7) days, the Exhibitor may at the option of the Exhibitor terminate this and any other existing license agreement between the parties hereto by mailing a notice to such effect to the Distributor within seven (7) days after such failure or refusal; and the Exhibitor shall have the rights and remedies provided in Clause Second (b) for failure to deliver motion pictures.

Any such termination by either party shall be without prejudice to any other right of remedy which the party so terminating may have by reason of any breach by the other party to this or any other existing agreement between the parties.

Each of the parties hereto, without notice to the other, may apply to any Court having jurisdiction to make this agreement to arbitrate a rule or order of such Court.

If at the time of the submission to arbitration of any dispute that shall arise hereunder there shall not then be in existence the National Appeal Board of the Motion Picture Industry, referred to in the sixth paragraph of Article Nineteenth of this agreement, then and in that event the provisions of said paragraph sixth following the words "parties thereunder" in the third line of said sixth paragraph shall be deemed null and void and of no force and effect, and the decision or award rendered by the arbitrators in any such arbitration proceeding shall be final and binding upon the parties thereto.

Description of Pictures

Twentieth. (a) The Distributor shall have and hereby reserves the right in the sole discretion of the Distributor to change the title of any of the said motion pictures, to make changes in, alterations and adaptation of any story, book, or play and to substitute for any thereof any other story, book or play. The Distributor also shall have and hereby reserves the right to change the director, the cast or any member thereof of any of said motion pictures.

(b) The Exhibitor shall not be required to accept for any feature motion picture described in the Schedule as that of a named star or stars, director or named well-known author, book or play, any motion picture of any other star or stars, director, author, book or play nor to accept any [fol. 5815] other feature motion picture in place of any thereof which in the Schedule is designated "no substitute." The right of rejection conferred on the Exhibitor by this Clause is in addition to the right of exclusion provided in Clause Fourteenth hereof.

(c) The Distributor warrants that none of said motion pictures are reissues of old negatives, old negatives retifled or foreign produced by a foreign producer, excepting those specifically specified as such in the Schedule; and further that none of said motion pictures contains or will contain any advertising matter for which compensation is received by the Distributor, or any subsidiary or affiliate of the Distributor.

Advertising Accessories

Twenty-first. The Exhibitor agrees to lease from the Distributor or the Distributor's authorized agent for use only in connection with the exhibition of each of the motion pictures exhibited hereunder and agrees not to sublease or sell the following advertising accessories: (All advertising accessories used by the Exhibitor in connection with the exhibition hereunder of each of the motion pictures licensed hereunder.)

Twenty-second. The following Schedule and all of the written and printed parts thereof are a part of this license:

Schedule

Group S-8

There are licensed for exhibition hereunder all of the Distributor's Group S-8 motion pictures of feature length, not to exceed sixty-five (65), which shall be generally released by the Distributor for distribution to motion picture theatres in the United States during the year commencing August 1, 1936 and ending July 31, 1937, except the motion pictures as to which Distributor is required by contract to obtain the consent or approval of the Producer thereof, or other party to the terms and conditions of licensing the exhibition thereof and except Paramount's six (6) Hopalong Cassidys. The "road showing," "pre-view" and/or "pre-release" of any motion picture during the said year shall not be deemed a general release of said motion picture. [fol. 5816] For the license to exhibit each of said motion pictures, the Exhibitor shall pay to the Distributor the following:

Number of Motion Pictures Offered..... Number of Motion Pictures Licensed.....	Consecutive Days Run	Minimum Guaranteed License Fee Per Motion Picture	Distributor's Share of Gross Receipts Per Motion Picture	Gross Receipts Per Motion Picture in Excess of Which Distributor Shares	Recording Charges Per Motion Picture Which is in Addition to All Other License Fees
Classifications.....		$	%	$ ¢	$

Distributor shall have the right to designate from time to time, to the foregoing classifications the motion picture licensed hereunder, regardless of the classification thereof made by the Distributor under any other license agreement.

It is expressly agreed that if any of the motion pictures licensed hereunder shall have been designated by Distributor for exhibition to any of the forgoing classifications, and the Exhibitor shall have exercised the right of exclusion of any thereof hereunder, then such designation by Distributor shall be deemed rescinded and Distributor may designate another motion picture from the motion pictures licensed hereunder for exhibition upon the terms applicable to the motion picture so excluded.

It is agreed that the license fees herein specified apply to each respective motion picture licensed hereunder according to the classification thereof by the Distributor, as above provided, and such license fees are not average license fees, regardless of the number of such motion pictures that may be released by the Distributor during the year commencing August 1, 1936 and ending July 31, 1937.

The Exhibitor agrees to charge minimum admission prices per person to said theatre on the respective exhibition dates thereat of the motion pictures licensed hereunder as follows:

Evenings (After 6 P. M.): Adults, Orchestra .....
Balcony ..... Children, Orchestra .....
Balcony .....

[fol. 5817]

Matinees (Before 6 P. M.): Adults, Orchestra .....
Balcony ..... Children, Orchestra .....
Balcony .....

If during any such period less than said admission prices is charged, the Distributor in addition to all other rights hereunder shall have the right (a) to immediately terminate the license of the motion picture then being exhibited and/or of all the remaining motion pictures not theretofore exhibited hereunder, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion picture and/or motion pictures shall forthwith terminate and revert to the Distributor and the Distributor may, at its option, declare such failure or re-

fusal a breach of the entire contract entitling the Distributor to recover from the Exhibitor as damages therefor the license fees payable in respect of all motion pictures not theretofore exhibited hereunder; or (b) provided the exhibitor is granted herein a period of "clearance" to reduce such period by not to exceed one-half in respect to each of the motion pictures thereafter deliverable hereunder; or (c) provided no period of "clearance" is specified in the Schedule to withhold for a period not to exceed sixty (60) days notice of the date when each motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each such motion picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determined as provided in Clause Sixth hereof; and (d) if the license fee of any such motion picture is to be computed either in whole or in part upon a percentage of the gross admission receipts of said theatre, then the Exhibitor shall account to the Distributor for all admissions to said theatre during the exhibition of such motion picture upon the basis of the said admission prices specified above.

It is expressly understood and agreed that the above minimum admission prices are exclusive of any State, Federal, or local tax which now is or may be imposed upon admission to the theatre or theatres licensed hereunder.

If the Exhibitor shall fail or refuse to perform any other license agreement with the Distributor, the Distributor may, [fol. 5818] at its option, upon such failure or refusal to perform, exercise with respect to this license agreement any or all of the rights granted the Distributor in Article Sixteenth hereof, and if pursuant thereto the Distributor shall elect to terminate this license agreement, then the Distributor shall be entitled to recover from the Exhibitor as damages for such breach the license fees payable in respect of all motion pictures not theretofore exhibited under this license agreement and the Distributor shall be under no obligation thereafter to deliver or offer to deliver any picture or pictures hereunder.

It is agreed that the term "gross receipts" as used in this agreement shall be deemed to mean all sums received by the Exhibitor for admission to the theatre or theatres

licensed hereunder on the date or dates of exhibition of the respective motion pictures licensed hereunder, excluding only therefrom any tax imposed by governmental authority expressly upon admissions to said theatre or theatres which is required to be collected by the Exhibitor and pursuant thereto is collected by the Exhibitor.

Exhibition Arrangement

The Exhibitor, in all advertising and exploitation of each motion picture licensed hereunder, shall advertise and announce each such motion picture as "A Paramount Picture" or as otherwise directed by Paramount, and shall otherwise adhere to the form of announcement contained in the advertising matter issued by Paramount in respect of each such motion picture.

If, with respect to any motion picture licenses hereunder, the date or dates of exhibition selected, designated or otherwise agreed upon shall be a number of days less than the maximum number specified in the Schedule hereof, then the license hereby granted for such motion picture shall be automatically limited to the number of days or dates of exhibition so selected, designated or otherwise agreed upon, regardless of the number of days specified in said Schedule.

The license hereby granted for the number of days specified in the Schedule hereof for each motion picture shall not be deemed to include:

[fol. 5819-5824] (a) any right of exhibition at any time during said exhibition period prior to 6:00 A. M. on the date or first date of exhibition herein provided for unless exhibition prior to 6 A. M. on said date or first exhibition date is expressly granted in writing;

(b) any right of exhibition at any time other than on the respective date or dates of exhibition selected, designated or otherwise agreed upon, as provided herein, and confirmed in writing by the Distributor;

(c) Any right of exhibition other than by means of a print of any such motion picture furnished to the Exhibitor by the Distributor for the express purpose of exhibition hereunder in the theatre or theatres selected, designated or otherwise agreed upon as herein provided and confirmed in writing by the Distributor.

It is agreed that the Distributor may at its option deliver to the Exhibitor C. O. D. any motion picture deliverable hereunder, and may add to said C. O. D. the amount of any past due indebtedness owing under this or any other agreement by the Exhibitor to the Distributor.

Run: Clearance:

Exchange ..... Zone ..... Salesman .....

(End of schedule)

In witness whereof ..... the Exhibitor, operating the ..... Theatre, located at ..... in the ..... (City and State) has on ..... (Date) executed this application, which upon written acceptance thereof by the Distributor shall be deemed to be the license of the said Exhibitor for the exhibition of the motion pictures specified in the Schedule, but only at the said Theatre in accordance with the terms and conditions hereof.

Accepted

Date .....

..... (Exhibitor)

Paramount Pictures Inc.

By ..... By .....

Form 3640 D 5-36

[fol. 5825] R. K. O.—1936-37

Form 5352B

RKO Distributing Corporation

Agreement, made in one or more counterparts, between RKO Distributing Corporation, a corporation (hereinafter referred to as "The Distributor"), party of the first part, and the Exhibitor hereinafter named and referred to as the

"Exhibitor," operating the theatre or theatres hereinafter designated, party of the second part,

Witnesseth:

The parties hereto agree as follows:

License

First: Subject to the payment by the Exhibitor of the fixed sums and/or percentages specified in the schedule on the reverse side hereof, which schedule is incorporated herein and made a part of this agreement, and subject to all of the other terms and conditions herein provided, the Distributor hereby grants, and agrees to grant, to the Exhibitor and the Exhibitor hereby accepts, and agrees to accept, a limited license under the copyrights of the respective motion pictures designated and described in the schedule (hereinafter called the pictures) and under any copyrights of any matter included in any sound recorded for reproduction in connection with the exhibition of any of the pictures, to exhibit publicly the respective pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the theatre described in the schedule (hereinafter called the theatre) for the number of days specified in the schedule, which days shall be only the dates determined as provided in Article Seventh hereof, and at no other time or place and for no other use or purpose. The license to reproduce such recorded sound, or any thereof, is granted and agreed to be granted only upon the express warranty and agreement by the Exhibitor and upon the express condition that (a) the sound reproducing equipment in the theatre will [fol. 5826] operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality, whether it is recorded upon a print or upon separate records, discs or other similar devices; and (b) if copyrighted musical compositions shall be included in such recorded sound, the Exhibitor will have, at the time of the reproduction thereof, an effective license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly such copyrighted musical compositions. The Distributor may record such sound, or any part thereof, on the prints of the respective pictures or on separate records, discs or other devices, as the Distributor may from time to time elect and all references to

a print made herein shall be deemed to include any records, discs or other devices upon which sound is recorded for reproduction in connection with the exhibition of such print. The license herein granted in respect of each picture shall extend only to the exhibition of the print of such picture delivered by the Distributor to the Exhibitor pursuant to Article Sixth hereof, and shall not extend to the exhibition of any other print.

If more than one theatre is designated in the schedule, no license is granted or agreed to be granted hereunder for the exhibition of any picture at more than one of such theatres unless it is otherwise specifically so stated in the schedule.

This agreement licenses the exhibition of pictures generally released by the Distributor for distribution in the United States of America during the period commencing September 1, 1936, and ending August 31, 1937, only *Provided however,* That in case the Distributor shall generally release after August 31, 1937, and prior to December 31, 1937, any picture or pictures which it shall have designated to exhibitors generally as a 1936-37 picture or as 1936-37 pictures, such picture or pictures shall be included in this license and shall be exhibited by the Exhibitor hereunder, unless the Exhibitor, on or before September 10, 1937, shall notify the Distributor, in writing, that the Exhibitor has elected to reject such picture, or, if more than one picture, that the Exhibitor has elected to reject all (but not less than all) of such pictures. In the event that the Exhibitor shall give the Distributor any such written notice of [fol. 5827] rejection, such picture or pictures shall be excepted and excluded from this license.

The term of this agreement, unless otherwise provided in the schedule, shall be for a period of eighteen (18) months from the time fixed as hereinafter provided for the exhibition of the first picture hereunder.

Time and Place of Exhibition

Second: The Exhibitor agrees to exhibit the pictures under the license herein granted in the order of their release, if and as available, only at the theatre on the exhibition date or dates fixed in the schedule or determined as hereinafter provided and subject to all of the terms and conditions of this license agreement. The Exhibitor will not allow any positive print to leave the Exhibitor's pos-

session during the period specified for the exhibition thereof by the Exhibitor and will not exhibit or permit the exhibition of any such positive print at any other time or place.

Payment

Third: The Exhibitor agrees to pay for the license to exhibit each picture the fixed sums specified in the schedule at least three (3) days in advance of the date of shipment of the positive print of such picture from the Distributor's exchange or from the last previous exhibitor, as the case may be.

Percentage Bookings

If it is provided in the schedule that all or any part of the license fee for the exhibition of any picture or pictures shall be computed upon the Exhibitor's gross receipts, such payment shall be made immediately after the last exhibition upon the last day of exhibition of each such picture and shall be accompanied by a correct itemized statement of the gross receipts of the theatre for admission thereto upon the exhibition date or dates of the particular picture or pictures. Should the Distributor so require, such itemized statement shall be made upon forms furnished by the Distributor. Upon such exhibition date or dates the Distributor or its authorized representative may verify the sale of all tickets of admission to the theatre and may [fol. 5828] examine the books and records of the Exhibitor insofar as they relate to such gross receipts and for any such purpose may have access to the theatre and its box office. The Distributor or its authorized representative also may have access to all of the Exhibitor's books and records for the purpose of verifying such box office statement and if the operating expenses of the theatre are an element to be considered in computing the amounts payable to the Distributor hereunder, the Distributor or its authorized representative may examine and audit all of the Exhibitor's books and records relating to the Exhibitor's operating expenses, for a period of sixty (60) days after the receipt by the Distributor of the final box office statement and/or statement of operating expenses. Any information obtained by the Distributor pursuant to the provisions of said Article Third shall be treated as confidential except in any litigation in respect of this agreement. The

Distributor agrees that unless its authorized representative shall be a regular employee of the Distributor it will not employ as its authorized representative any person who is a resident of or regularly employed in the place where the theatre is located, except with the written consent of the Exhibitor. In accounting to the Distributor hereunder the Exhibitor shall account on the basis of admission prices to the theatre for each person admitted in the theatre except only for a customary and reasonable number of free admissions to representatives of the press and/or in consideration of theatre advertising.

Payment On Account

Fourth: Payment, if made upon the execution hereof by the Exhibitor shall be deemed payment on account of the sums last payable hereunder.

Clearance and Run

Fifth: (a) In the event that it is stated in the schedule that the theatre shall have "clearance" or a specified "run" and the Exhibitor shall have exhibited each of the pictures on the dates determined as is in Article Seventh hereof provided, the Distributor will not grant a license to any other party to exhibit any of the pictures so exhibited by the [fol. 5829] Exhibitor at any theatre specifically named in the schedule or within the territorial limits specified in the schedule, as the case may be, on a date prior to the expiration of the so-called "clearance period" or prior to the so-called "run" granted the Exhibitor. The period of "clearance" in the case of each picture shall be computed from the last day of the exhibition thereof. If the "clearance" is granted against a named theatre or theatres and it is clearly indicated that it is the intention of the Distributor to grant such "clearance" against all theatres in the immediate vicinity of the Exhibitor's theatre, then, unless otherwise provided in the schedule, such "clearance" shall include any theatre hereafter erected or opened in such vicinity; if such theatre is recognized in the motion picture industry as being in direct opposition to the theatre. Anything herein contained to the contrary notwithstanding, no "clearance" shall be given in respect of any picture not exhibited on the date or dates originally designated by the

Exhibitor in accordance with Article Seventh hereof unless the parties mutually shall agree otherwise in writing.

First Run Exhibitions

(b) If the Exhibitor is granted a first run of the said motion pictures, the Exhibitor shall exhibit each of the feature motion pictures excepting those described in Paragraph (e) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the Distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Article Seventh hereof to the contrary. If the first exhibition date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period of clearance of such motion picture shall be reduced so as to expire one hundred and twenty (120) days after said scheduled date of its general release. If the Exhibitor is granted a first run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said period of one hundred and twenty (120) days, the grant [fol. 5830] of the said first run and the clearance period in respect thereof shall be deemed waived by *teh* Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (f) of this Clause provided.

Second Run Exhibition

(c) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (e) of this Clause within the said period of one hundred and twenty (120) days specified in Paragraph (b) of this Clause, the Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Article

Seventh hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said fourteen (14) days period the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (f) of this Clause provided.

Subsequent Runs Exhibitions

(d) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other Exhibitor having been granted the second run thereof immediately prior to such subsequent run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (c) of this Clause within the said period of fourteen (14) days specified in Paragraph (c) of this Clause the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the [fol. 5831] expiration of the said fourteen (14) day period and ending seven (7) days thereafter, notwithstanding any provision of Article Seventh hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (f) of this Clause provided.

Extended Runs

(e) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than one show week prior to the run granted the Exhibitor shall be excepted from the provisions of this Clause.

Exhibition After Revocation of Run and Clearance

(f) Upon the waiver of the grant of the run and/or the clearance period of any feature motion picture as provided in Paragraphs (b), (c), or (d) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon written request mailed or delivered to the Distributor within sixty (60) days after the last date upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Failing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

If the provisions of this Clause shall in anywise be in conflict with the provisions of any other license agreement made and entered into by the Distributor with any other [fol. 5832] exhibitor prior to September 1, 1933, the provisions of this Clause shall be deemed to be subordinate and subject to the provisions of such other license agreement.

Delivery and Return of Prints

Sixth: The Distributor agrees to deliver to the Exhibitor a positive print suitable for exhibition of each of the pictures for exhibition at the theatre on the dates on which such exhibitions are licensed hereunder. Delivery of such positive print by the Distributor to the Exhibitor at the Distributor's exchange or to a common carrier or to the United States postal authorities for mailing or to any agent of the Exhibitor shall be deemed delivery by the Distributor to the Exhibitor hereunder.

All deliveries other than at the Distributor's exchange shall be made in time to enable the carrier thereof, in accordance with the carrier's time schedule, to deliver prints to the Exhibitor or at the place where the theatre is located at least one hour before the usual time for the opening of the theatre.

The Exhibitor agrees to return each positive print received by the Exhibitor hereunder, with the reels and containers furnished therewith, to the exchange of the

Distributor from which the Exhibitor is served, or as otherwise directed by the Distributor, immediately after the last exhibition of such positive print, in the same condition as when received by the Exhibitor, reasonable wear and tear due to the proper use thereof excepted. The Exhibitor agrees to pay all costs of transportation of such positive prints, reels and containers from the Distributor's exchange or the last previous exhibitor having possession of any of such positive prints (as the case may be) and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange, transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor, obtained by the Exhibitor, shall constitute the return of such positive prints by the Exhibitor.

If the Exhibitor fails to or delays the return of any positive print to the Distributor or fails to forward or delays [fol. 5833] forwarding (as directed by the Distributor) any such print to any other exhibitor the Exhibitor agrees to pay the Distributor the damage, if any, so caused the Distributor and in addition the damage, if any, so caused such other exhibitor.

Selection of Playdates

Seventh: Unless otherwise agreed upon or unless definitely specified or otherwise provided for in the Schedule, the exhibition date or dates of each of said motion pictures shall be determined as follows:

1. Subject to prior runs and/or clearance granted or hereafter granted by the Distributor to other exhibitors and within a reasonable time after a print or prints of any of said motion pictures are received at the exchange of the Distributor out of which the Exhibitor is served, and provided the Exhibitor is not in default hereunder, the Distributor shall mail to the Exhibitor a notice in writing of the date when each such motion picture will be available for exhibition by the Exhibitor (which date is hereinafter referred to as the "available date"). Such notice shall be mailed to the Exhibitor at least fifteen (15) days before the available date therein specified.

2. Within fourteen (14) days after the mailing of such notice, the Exhibitor shall select an exhibition date or

dates not theretofore assigned to another exhibitor or other exhibitors, within the period commencing upon the available date and ending thirty (30) days thereafter and give to the Distributor written notice of the date or dates so selected.

3. Upon the failure of the Exhibitor to so select such date or dates the Distributor shall designate such date or dates by mailing written notice thereof to the Exhibitor. In such event the license fees payable hereunder for such picture shall become due and payable on the date or dates so designated by the Distributor and the Distributor shall be under no obligation to ship or tender a print of such picture to the Exhibitor unless the Exhibitor shall have confirmed such date or dates in writing after the designation thereof by the Distributor.

[fol. 5834] Loss of and Damage To Prints

Eight: The Exhibitor shall pay to the Distributor a sum equal to the cost of replacement at the Distributor's exchange for each linear foot of any positive print lost, stolen or destroyed or injured in any way in the interval between the delivery thereof by the Distributor and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. Such payment, however, shall not transfer title to or any interest in any such positive print to the Exhibitor or any other party, nor release the Exhibitor from liability arising out of injury. Such payment, however, shall not transfer title to or any interest in any such positive print to the Exhibitor or any other party, nor release the Exhibitor from liability arising out of any breach of this agreement. The Distributor shall at the option of the Exhibitor repay or credit to the Exhibitor any sums paid by the latter for lost or stolen prints, excepting "news reels," upon their return to the Distributor within sixty (60) days after the date when the same should have been returned hereunder. The Exhibitor shall not be liable for the damage or destruction of any positive print, provided the Exhibitor establishes such damage or destruction occurred while in transit from the Exhibitor. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft or destruction of or damage or injury to any positive print. If any positive print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially de-

stroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, prior to the second public exhibition thereof shall have telegraphed the Distributor's exchange that such print was received by the Exhibitor in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

Description of Pictures

Ninth: (a) The Distributor shall have and hereby reserves the right in the sole discretion of the Distributor to [fol. 5835] change the title of any of the said motion pictures, to make changes in alterations and adaptations of any story, book or play, and to substitute for any thereof any other story, book or play. The Distributor also shall have and hereby reserves the right to change the director, the cast or any member thereof of any of said motion pictures.

(b) The Exhibitor shall not be required to accept for any feature motion picture described in the Schedule as that of a named star or stars, director or named well-known author, book or play, any motion picture of any other star or stars, director, author, book or play, nor to accept any other feature motion picture in place of any thereof which in the Schedule is designated "no substitutes." The right of rejection conferred on the Exhibitor by this Clause is in addition to the right of exclusion provided in Article Sixteenth hereof.

(c) The Distributor warrants that none of said motion pictures are reissues of old negatives, old negatives retitled or foreign produced by a foreign producer, excepting those specifically specified as such in the Schedule; and further that none of said motion pictures contains or will contain any advertising matter for which compensation is received by the Distributor, or any subsidiary or affiliate of the Distributor.

Assignment Upon Sale of Theatre

Tenth: This agreement shall not be assigned by either party without the written acceptance of the assignee and the written consent of the other party; provided, that if the Exhibitor sells or disposes of his interest in the theatre, he

may assign this agreement to the purchaser of such interest without the written consent of the Distributor and such assignment shall become effective upon the written acceptance thereof by the assignee; such assignment, however, *shall not relieve the Exhibitor* of liability hereunder, unless the distributor consents in writing to release the Exhibitor from such liability. In the event that the Exhibitor shall cease to operate, or shall cease to remain in possession of, the theatre and shall assign this agreement as herein permitted, the Distributor may, at its election, cancel and terminate this agreement immediately, without waiving [fol. 5836] or impairing any other right *or* afforded the Distributor in law or in equity.

Exhibition and Advertising

Eleventh: The Exhibitor agrees to run pictures (excepting "news reels"), as delivered without alteration, excepting with the written or telegraphic approval of the Distributor, subject to requirements of duly authorized public authorities necessitating any change. The Exhibitor also agrees to advertise and announce each picture as a "Radio Picture." In all newspaper advertising and publicity issued by the Exhibitor relating to the pictures, the Exhibitor shall adhere to the form of announcement contained in the advertising matter issued by the Distributor.

Unless this agreement expressly provides for the "first run" in the City or Town wherein the theatre is located, the Exhibitor agrees not to advertise any of the pictures by means of lithographs, slides, trailers, lobby displays, newspaper announcements, advertising or otherwise prior to, and until after the completion of, the exhibition thereof by any other exhibitor having the right of the "first run" or any other prior run thereof in said City or Town.

The Distributor shall not in any wise be liable for any breach of the provisions of the immediately preceding paragraph contained in any other agreement with any other exhibitor.

Taxes

Twelfth: The Exhibitor shall pay to the Distributor upon demand, any tax, fee or other like charge now and/or hereafter imposed or based upon the delivery and/or the exhibition of prints of motion pictures and/or upon the sums payable under this license by the Exhibitor to the

Distributor. If under any statute or ordinance any such tax, fee or other like charge is or shall be payable or paid by the Distributor and the exact amount payable hereunder by the Exhibitor is not therein definitely fixed or cannot be exactly determined, then the Exhibitor shall pay such part of any such tax fee or other like charge paid or payable by [fol. 5837] the Distributor as shall be fixed in the manner determined by the then President of the American Arbitration Association.

Delay in or Prevention of Performance

Thirteenth: If either the Exhibitor or the Distributor shall be prevented from performing its obligations hereunder with respect to any picture or pictures for causes beyond its direct control, the license in respect of each such picture or pictures shall terminate and revert to the Distributor without liability on the part of either party, provided that the party prevented from performing shall give reasonable written notice of the prevention of performance and the nature of such prevention.

Waiver

Fourteenth: The waiver by either party of any breach or default by the other party shall not be construed as a waiver of any other subsequent breach or default by such other party.

Verbal Promises; Representations

Fifteenth: *This agreement is complete and no promise or representations have been made by either party to the other except as set forth herein.*

Sixteenth: (a) If in this license agreement the total number of feature motion pictures offered to the Exhibitor by the Distributor, at one time, shall have been licensed by the Distributor hereunder and the license fee of each thereof averages not more than Two hundred and fifty ($250.00) Dollars, the Exhibitor shall have the privilege to exclude from this license agreement not to exceed ten (10%) percent of the total number of feature motion pictures licensed hereunder; provided that the Exhibitor (1) is not in default hereunder, and (2) shall have fully complied with all the provisions, if any, set forth in this agreement for the exhibition of such feature motion pictures at specified intervals.

Option To Exclude If Group Licensed

(b) Such privilege of exclusion may be exercised only upon the following terms and conditions: (1) The Exhibitor [fol. 5838] shall give to the Distributor written notice of the Exhibitor's election to exclude any of said feature motion pictures within fourteen (14) days after the general release date thereof in the exchange territory out of which the Exhibitor is served. (2) The Exhibitor may exclude without payment therefor one (1) motion picture out of each group of ten (10) of the number of feature motion pictures specified in this license agreement provided the Exhibitor has paid for the other nine (9) of such group. (3) If such privilege of exclusion is not exercised as provided in paragraph (b) (2) above, the Exhibitor may nevertheless exercise such privilege by paying the license fee of each motion picture excluded with the notice of its exclusion. In such case, such payment shall be credited against such tenth or succeeding tenth motion picture, as the case may be, which the Exhibitor would otherwise be privileged to exclude as provided in paragraph (b) (2) above. If the only or last group licensed is less than ten (10) and more than five (5) motion pictures, the privilege to exclude shall apply provided the Exhibitor has paid for all motion pictures but one in such group.

(c) Upon the failure or refusal of the Exhibitor to comply with any term or condition of this license agreement, or to comply with any arbitration award in respect thereto, the privilege of exclusion forthwith shall be revoked and the Exhibitor shall be liable for and pay to the Distributor the license fees of all motion pictures theretofore excluded.

(d) If the license fee of any feature motion picture specified in this license agreement is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, such license fee (for the purpose of computing the average license fee of all the motion pictures licensed) shall be determined as follows: (1) Average the license fees of all of the Distributor's feature motion pictures exhibited upon a percentage basis at the Exhibitor's theatre during the period of one year prior to the term of this license agreement. (2) If none of the Distributor's feature motion pictures were exhibited upon a percentage basis at such theater during said period, average the license

fees of all feature motion pictures exhibited upon a percentage basis at such theatre during the said period.

(e) If the rental of any motion picture excluded is to be [fol. 5839] computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, the sum to be paid by the Exhibitor as provided in paragraph (b) (3) hereof shall be determined as follows: (1) Average the gross receipts of all the Distributor's feature motion pictures exhibited at the Exhibitor's theatre during the ninety (90) day period preceding the Exhibitor's notice of exclusion, and apply to such average the percentage terms specified in this license agreement for the picture excluded. (2) If no feature motion pictures of the Distributor were exhibited at the Exhibitor's theatre during said ninety (90) day period, average the daily gross receipts of the Exhibitor's theatre for the period of thirty (30) operating days preceding the Exhibitor's notice of exclusion and apply to such average the percentage terms specified in this license agreement for the picture excluded.

(f) In computing the number of feature motion pictures which may be excluded hereunder, fractions of more than one-half (½) shall be regarded as one (1).

(g) Upon the exclusion of each feature motion picture, the license therefor and all rights thereunder shall terminate and shall revert to the Distributor.

Acceptance by Distributor

Seventeenth: Until accepted in writing by an officer of or any person authorized by the Distributor and notice of acceptance sent to the Exhibitor this instrument shall be deemed only an application for a license under Copyright, and may be withdrawn by the Exhibitor any time before such acceptance. Unless such notice of acceptance is sent the Exhibitor by mail or telegraph within fifteen (15) days after the date thereof, if the said theatre of the Exhibitor is located East of the Mississippi River, and within thirty (30) days after the date thereof if located West of said river, said application shall be deemed to have been withdrawn. The deposit by the Distributor of any check or other consideration given by the Exhibitor at the time of application as payment for any purpose or the delivery of a

print of any of said motion pictures shall not be deemed an acceptance hereof by the Distributor.

[Vol. 5840] Liquidated Damages, Percentage Bookings

Eighteenth: If the license fee of any picture is to be computed either in whole or in part, upon a percentage of the gross admission receipts of the theatre, and if the Exhibitor fails or refuses to exhibit such picture as provided in this agreement, the Exhibitor shall pay to the Distributor as liquidated damages for each day that the Exhibitor fails or refuses to exhibit such picture (in addition to any fixed sums payable hereunder in respect of such picture) a sum equal to such percentage of the average daily gross receipts of the theatre during the period of thirty (30) operating days immediately prior to the date or dates when such picture should have been so exhibited, provided, however, that if the Exhibitor shall exhibit such picture for less than the full number of days provided for in this agreement, such sum equal to such percentage shall be computed upon a sum equal to seventy-five per cent (75%) of the gross receipts of the theatre for the last day of the exhibition thereat of such picture.

Road Shows

Nineteenth: (a) The Director shall have the right to exhibit and/or cause to be exhibited as a "roadshow," at any time prior to the exhibition thereof hereunder, such of the motion pictures licensed hereunder as the Distributor may from time to time select and determine, provided, however, that such roadshow exhibitions shall be at theatres at which admission prices for evening performances, during such exhibitions thereof, of not less than one dollar shall be charged for the majority of the orchestra seats, and further provided that, except in the cities of New York and Los Angeles, not more than two of such motion pictures shall be so roadshown.

(b) If and when any such roadshow exhibition shall be in the City of New York and/or the City of Los Angeles, and if the Exhibitor's theatre is situated in the territory then served by the Distributor's exchange or exchanges located in New York or in Los Angeles, as the case may be, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown in each or both of said territories, upon sending to the Exhibitor written notice to such effect not later than four

[fol. 5841] (4) weeks after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory. The exception and exclusion of any such motion picture in the territory then served by the Distributor's exchange or exchanges located in the City of Los Angeles, or in the City of New York, as the case may be, shall not be deemed to require the Distributor to except and exclude the same motion picture in both said territories.

(c) If and when any such roadshow exhibition, excepting those in the City of New York and/or in the City of Los Angeles, shall be in the territory served by the Distributor's exchange or exchanges serving the Exhibitor's theatre, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown upon sending to the Exhibitor written notice to such effect within seven (7) days after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude each such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory.

(d) The inadvertent omission to send to any of such other exhibitors the notice provided for in Paragraphs (a) and (b) of this Clause shall not be deemed to affect the exception and exclusion from this license of any such motion picture.

(e) The Distributor may so exercise such right to except and exclude any such motion picture from time to time, in the respective territories, as above defined, in the United States. Any motion picture so roadshown in any place in the United States, and not excepted and excluded from this license as aforesaid, shall not be deemed available for exhibition hereunder until after the completion of such roadshowing of such motion picture in the United States, and such motion picture shall be exhibited hereunder when generally released by the Distributor and as and when available for exhibition by the Exhibitor, and the term of this license agreement specified in Article First shall be in respect to each such motion picture, extended to and including the date [fol. 5842] or dates of exhibition by the Exhibitor hereunder of each thereof.

(f) For each motion picture that the Distributor shall except and exclude, as aforesaid, the Exhibitor is hereby granted the option to except and exclude from this license (in addition to those which may be excluded as provided in Article First and Sixteenth) one of the other motion pictures licensed hereunder, but only if the Exhibitor shall give to the Distributor written notice to such effect not later than fourteen (14) days before the date fixed for the exhibition hereunder of such other motion picture. The Distributor may exhibit and/or license the exhibition of any and all motion pictures excepted and excluded from this license by the Distributor and/or the Exhibitor, as aforesaid, when and where desired by the Distributor, free from all claims of the Exhibitor in respect thereof and the license of each thereof shall forthwith upon exclusion as herein provided terminate and revert to the Distributor.

Additional Pictures

Twentieth: Where any picture is designated in the schedule by the name of a single star or by the name of a single director, such designation shall not refer to, and there shall not be included in this agreement because of such designation, any picture in which such star shall appear with any other star or stars, whether or not such stars are named in the schedule, nor shall there be included in this agreement because of such designation, any picture which may be directed by such director so long as there shall appear in such picture any star or stars.

The Distributor may release, at any time, independently of this agreement, an additional picture or pictures of any star or stars designated in the schedule (but not more than two of such pictures during the period described in Article First hereof) and nothing in this agreement contained shall be deemed to give the Exhibitor any right to any such additional picture, but any such additional picture, whenever released, may be exhibited and/or licensed for exhibition free of any claim thereto by the Exhibitor, without affecting in any manner the Distributor's obligation to furnish, and the [fol. 5843] Exhibitor's obligation to accept, any and all of the pictures, as described in the schedule.

Cancellation in Event of Default

Twenty-first: In the event that the Exhibitor shall (a) fail or refuse to exhibit or pay the license fee in respect of any picture, (b) fail or refuse to select or designate a date for the exhibition thereof as in Article Seventh hereof provided, (c) refuse to permit the Distributor or its authorized representative access to the theatre and its box office for the purpose specified in Article Third hereof, or (d) otherwise default in its obligations hereunder, the Distributor, at its election, may consider any such action or failure to act (hereinafter referred to as a default) as a material breach hereof by the Exhibitor and may, at its election (1) terminate this agreement with respect to pictures not theretofore delivered, (2) withhold the delivery of additional pictures until such default shall be remedied, or (3) if such refusal shall relate to the payment of the license fees in respect of any picture or pictures, the Distributor may deliver any subsequent picture c. o. d. in an amount to pay the license fee for such subsequent picture and all previous pictures in respect of which the license fees are delinquent. If the Distributor shall elect to cancel and terminate this agreement, the license fees of all pictures licensed hereunder immediately shall become due and payable; the grant, if any, of the run or clearance in respect thereof shall stand revoked; the license in respect thereof shall revert to the Distributor; and the Distributor may thereafter license to other exhibitors any or all of such pictures. The Distributor shall not be obligated, however, to attempt to dispose of any such picture or pictures to exhibitors in the same locality for the purpose of mitigating the damages caused by the default of the Exhibitor.

In the event that the Exhibitor is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or in the event that a receiver, liquidator or trustee is appointed for the affairs of the Exhibitor, the Distributor, [fol. 5844] at any time thereafter, may terminate this agreement in respect of pictures not theretofore delivered to the Exhibitor hereunder by giving the Exhibitor notice in writing of its election so to do.

The election by the Distributor of any remedy hereunder shall not be deemed an election of such remedy in connection with any other default of the Exhibitor nor shall it be deemed

as a waiver of any further or additional right or remedy of the Distributor in law or in equity.

Midnight Shows Consecutive Dates

Twenty-second: The license herein granted for the number of days specified in the Schedule shall not be deemed to include the right of exhibition at any time during the period prior to six A. M. on the date or first date of exhibition herein provided for, unless this license shall otherwise expressly permit exhibition prior to six A. M. on said date or first exhibition date. Unless this license shall otherwise expressly permit exhibition of each picture on dates which are not consecutive, if the number of dates of exhibition designated or otherwise agreed upon, as provided herein, are less than the maximum number of days herein specified, this license shall, upon such designation or agreement, be limited to the number of dates so designated or otherwise agreed upon, and in such event the maximum number of dates herein specified for any such picture shall be deemed to be reduced accordingly.

Twenty-third: The following Schedule and all of the written and printed parts thereof are a part of this license.

Branch ..... Theatre .....

Town or City ..... Contract No. .....

SCHEDULE

Salesman	Block	Sales possibility		Film or disc equipment	House Classification	Class No.	Key No.
		Page No...	Line No...				

1036–1038 feature productions

Prod. No.	Title	No. Cons. Days	Sat., Sun., Incl.	License Fees Guaranteed	Score Fee	Sharing Terms of Gross

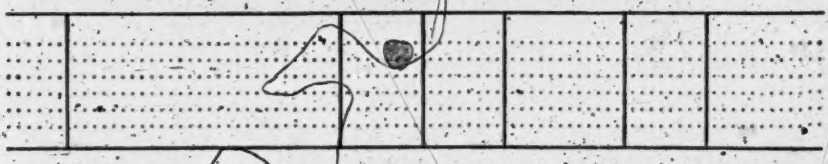
[fol. 5845] The Exhibitor agrees to play and pay for all feature pictures generally released by the Distributor during the 1936-37 season and further agrees that he shall be entitled to such pictures only as are identified by production numbers running from 701 to 746.

The Exhibitor agrees that the Distributor shall have the right to designate not more than ..... photoplays to be played on the percentage terms listed in this license, and to

designate the terms upon which the remaining photoplays shall be exhibited. The Exhibitor further agrees that the Distributor, in its sole discretion, may interchange the license fees specified in the Schedule to be payable in respect of any photoplay with the license fees specified to be payable in respect of any other photoplay to be exhibited under this agreement. The Distributor agrees to interchange and/or designate the terms for each photoplay by mailing notice in writing to the Exhibitor prior to the exhibition dates. The Exhibitor agrees to accept such photoplays on said terms and to give such photoplays playdates in accordance with clause six of this license agreement and further agrees that the Distributor may designate .....
of the photoplays to be played on percentage to be played on preferred time including a Saturday and/or a Sunday.

If the license fees for any of the photoplays covered by this agreement are to be determined either in whole or in part upon the admissions receipts of the Exhibitor's theatre, the Distributor may employ any checking agency or its employees as the authorized representative of the Distributor provided for in Article Third hereof. If the Exhibitor shall refuse access to the theatre and its box office to any authorized representative of the Distributor, the Distributor in addition to all other rights or remedies hereunder may terminate the license herein granted in respect of the picture at the time being exhibited and immediately recover possession of the print of such picture without affecting this agreement insofar as it relates to other pictures.

The Exhibitor agrees that none of the feature photoplays licensed hereunder will be exhibited at the same performance with any other feature photoplay as part of a double feature [fol. 5846] program, and a breach of this provision will be considered a material breach of this agreement.



This license agreement does not include any feature or short subject pictures released by the Distributor during the 1936-1937 season which are produced by independent producers who have contracts with the Distributor providing that the pictures of such independent producers shall be

licensed to exhibitors under separate exhibition contracts, nor does it include any feature or short subject pictures produced in color unless such color pictures are definitely indicated in the Schedule as being licensed hereunder.

The license fees above set forth opposite the respective groups of pictures are the actual license fees for each of such pictures in each group and the pictures are not licensed on an average basis.

Number of Features Offered ..... Number of Features Contracted for .....

Total Feature License Fees (Including Score) $

Admission Prices

The Exhibitor during the whole of the licensed exhibition period of each of the motion pictures exhibited hereunder agrees to and shall charge for admission to said theatre the following prices:

Matinee: Adults, orchestra	balcony	
children, orchestra	balcony	
Evening: Adults, orchestra	balcony	
children, orchestra	balcony	

Unless a greater admission price is specified above, the Exhibitor will charge an admission of not less than fifteen cents (15¢) for adults at evening performances, and not less than ten cents (10¢) at all other performances. If higher [fol. 5847] admission prices are specified above, however, such higher prices shall be charged.

If during any such period less than said admission prices is charged, the Distributor in addition to all other rights hereunder shall have the right: (a) to immediately terminate the license of the motion picture then being exhibited, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion picture shall forthwith terminate and revert to the Distributor; or (b) provided the Exhibitor is granted herein a period of "clearance" to reduce such period by not to exceed one-half in respect to each of the motion pictures thereafter deliverable hereunder; or (c) provided no period of clearance is specified in the Schedule to withhold for a period not to exceed sixty (60) days notice of the date when each motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each such motion

picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determined as provided in Clause Sixth hereof.

Advertising Accessories

The Exhibitor agrees to lease from the Distributor or the Distributor's authorized agent for use only in connection with the exhibition of each of the motion pictures exhibited hereunder and agrees not to sub-lease or sell the following advertising accessories:

[fol. 5848]

Item	One Sheet	Three Sheets	Six Sheets	24 Sheets	11 x 14 Colored	22 x 28 Colored	14 x 36 Colored	Stills 8 x 10	1 Color Slides	Press Books	Burgees	Special Circus Heralds	Novelties	Mats	Standard Window Cards	Miniature Window Cards	Hangers	Streamer	
Quantity																			
Amount $																			Total

[fol. 5849] *Run—Clearance—Additional Remarks (no Clearance on Pathe Newsreel):*

	Title or Series	No. Cons. Days	No. Bought	License Fee, per Subject	Total for Series

Exhibitor agrees to play and pay for not less than ..... single reels and ..... two reel comedies to be played at the terms indicated on this contract and to be selected from the regular one and two reel subjects announced for the 1936-37 season.

												Terms			
Pathe News	Sat.	Sun.	Mon.	Tues	Wed.	Thur.	Fri.	Print No.	Starting Date	No. Bought	No. Cons. Days	License Fee Per Issue	Starting Day Each Week
52 Odd Issues													
52 Even Issues													

The Exhibitor agrees to play and/or pay for not less than ..... features per ..... commencing ..... ;
two-reel comedies per ..... commencing ..... ;
one-reel subjects per ..... commencing ..... ;
Pathe Newsreels per week commencing ....., if and as available until all pictures herein are exhibited and/or paid for. All pictures must play within thirty (30) days of availability. The Exhibitor agrees to pay each week the sum of $..... until the full amount of $..... is paid for short subjects including Pathe Newsreels listed in this contract irrespective of the number of short subjects and Pathe Newsreels used each week. Payments to start ..... 193 .

The Exhibitor hereby acknowledges that the Distributor has offered to the Exhibitor the choice of executing this agreement or the optional standard license agreement of the

[fols. 5850-5856] *Distributor and that the Exhibitor has chosen to execute this agreement.*

In witness whereof ..... the Exhibitor, operating the ..... Theatre, located at ..... in the ..... has on ..... executed this (City and State) (date)

application, which, upon written acceptance thereof by the Distributor, shall be deemed to be the license of the said Exhibitor for the exhibition of the motion pictures specified in the Schedule, but only at the said Theatre in accordance with the terms and conditions hereof.

.....

Exhibitor Partnership Corporation Lessee Owner

By Exhibitor ..... (Indicate one)

Partner Gen. Mgr. Officer (Indicate one)

Personally Guaranteed by .....

Accepted

RKO Distributing Corporation, by ——.

Direction to Salesmen: While you have every right to trade among prospective customers to obtain the best offer possible for your product, after you have selected a particular exhibitor whose offer you believe to be the best obtainable and take a written application from such exhibitor, you are hereby directed to forward the application to the office of your company and make no further effort to sell the same service to any other exhibitor directly competing with such exhibitor until the application so forwarded has been duly rejected, accepted, or withdrawn in accordance with its terms, a violation of this direction will subject you to discharge.

[fol. 5857] United Artists—1936-37

Form 220B-1-37-U

Form 220B—1-37-U
Exchange ..... Dated .....
Salesman ..... Form 41 No. .....

United Artists Corporation

Applications & Contracts

for

..... Productions

Eighteenth: The following Schedule and all the written and printed parts thereof are a part of these licenses:

As and when each of the following motion picture is completed, delivered by the Producer to the Distributor and generally released, the Distributor shall make such motion picture available to the Exhibitor:

SCHEDULE

Home Office Contract Number	Title of Picture (Subject to Change)	Star or Director	No. Consecutive Days Run and Days of Week	Score Fee	Flat License Fee	Terms
						Guarantee and Percentage $....
						Guarantee and Percentage $....
						Guarantee and Percentage $....

1. Theatre ..... 2. Town and State .....
3. Exhibitor ..... 4. Zone ..... 5. Run .....
6. Clearance .....

[fol. 5858] 7. The Exhibitor agrees to charge as minimum admission when exhibiting the above.

Matinee— Adults . . . . Children
After 5 P. M.— " . . . . "

The Exhibitor agrees to adhere in its advertising and publicity to the instructions issued to the Exhibitor by the Distributor.

Special Arrangements:

Beginning of the Contract of License

The following shall constitute the contract of license for each picture for which the application of the Exhibitor is accepted by the Distributor at its home office in New York City:

License

First: The Distributor grants and the Exhibitor accepts a limited license under copyright of the motion picture for which the application is accepted and a license for use of the sound recorded therewith to exhibit publicly said motion picture and to reproduce publicly such recorded sound in synchronism therewith by use of the positive print delivered to the Exhibitor by the Distributor on the dates set in accordance with the terms hereof and specified or confirmed by the Distributor in writing. Said license does not include any exhibition prior to 8 a. m. of the first date of exhibition.

Music

Second: If copyrighted musical compositions are included in such recorded sound, the exhibitor warrants to have at the date of exhibition a license to perform publicly such music from the copyright proprietor thereof.

Payment

Third: (a) The Exhibitor agrees to pay to the Distributor the license fees in the Schedule set forth at least 7 days in ad-
[fol. 5859] vance of the fixed day of the exhibition of each picture as such days are fixed in the Schedule or in accordance with Article Seventh hereof. Any and all payments to be made hereunder shall be payable to the Distributor at the

city in which is located the Exchange from which the Exhibitor is served.

Payment Upon Percentage Basis—Trust Funds

(b) If any part of the license fees of said motion pictures shall be computed upon the exhibitor's gross receipts, such payment or part thereof shall be made to the distributor at the end of each day's exhibition together with a correct itemized statement of the gross receipts of said theatre for admission thereto upon the exhibition date or dates of said motion picture for which payment is so required to be made, signed by the Exhibitor or the Exhibitor's Manager and the Exhibitor's cashier or treasurer. Should the distributor so require, such itemized statement shall be made upon forms furnished by the distributor. Upon said date or dates an authorized representative of the distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom, and for such purpose shall have access to the theatre, including the box office, and also the right to examine the exhibitor's books and records relating to such gross receipts. The distributor, or its authorized representative, also shall have access for a period of one (1) year after the receipt by the distributor of each final box office statement, to all of the exhibitor's books and records for the purpose of verifying such box office statement. The distributor agrees that any information obtained pursuant to the provisions of this Clause will be treated as confidential, excepting in any arbitration proceeding, or litigation in respect to this license. The Exhibitor further agrees to segregate the Distributor's share of the gross receipts as such admission moneys are paid into the box office and not to intermingle such funds with any other moneys and to hold such percentage share of such gross receipts in trust for the Distributor and to pay over such trust funds daily as in this paragraph provided, it being intended that the Distributor's share of the gross receipts shall be ex-[fol. 5860] clusively the property of the Distributor from the moment it is paid into the box office.

Liquidated Damages for Breach

Fourth: 1. *If Licensed Upon a Flat Fee.*—The Exhibitor recognizes and agrees that the damage suffered by the distributor, if the exhibitor fails to exhibit and pay for any of

the aforesaid motion pictures, is the license fee specified in the schedule above.

2. *If Licensed Upon a Percentage Basis.*—If payment hereunder of the license fee of any such motion picture shall be computed either in whole or in part, upon a percentage of the gross admission receipts of said theatre, and if the Exhibitor fails or refuses to exhibit any such motion picture as herein provided, the Exhibitor shall pay to the Distributor as liquidated damages for each day that the Exhibitor fails or refuses to exhibit any such motion picture, a sum equal to such percentage of the average daily gross receipts in such theatre during the period of thirty (30) operating days to wit, the sixteen (16) operating days immediately prior to and the fourteen (14) days immediately after but including the date of the mailing of the notice of availability for the specific unplayed picture as set forth in Article Seventh Subdivision (2) and in addition any fixed sums payable hereunder in respect thereto. If the Exhibitor shall exhibit any such motion picture for less than the full number of days provided for in this license the sum equal to such percentage shall be computed upon a sum equal to seventy-five per cent (75%) of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

Delivery of Prints

Fifth: (1) The Distributor shall deliver a print of 2,000-foot reels or less, the length to be at the option of the Distributor, in physical condition for the exhibition contemplated herein.

[fol. 5861] 2. Delivery to the Exhibitor or the Exhibitor's authorized agent by delivery at the Distributor's Exchange, or to a common carrier, or to the United States Postal authorities, shall constitute delivery for all purposes under the terms of this agreement. Any delivery to a carrier shall be made in accordance with the carrier's delivery schedule in time to reach the place where the said theatre is located at least one hour before the usual time for the opening of said theatre.

Road Show

Sixth: A road show is solely under the control of the producer and is not a general release, and the producer does not deliver a picture to the distributor for general release until the completion of any such road shows. Thus said motion picture will become available to the Distributor for distribution only upon the completion of any such road show. However, the Distributor agrees that should any motion picture be "road-shown" in the immediate vicinity of the Exhibitor's theatre, in the same zone, as that word is understood in motion picture parlance, this contract for the exhibition of said motion picture may, at the option of either party, be cancelled by written notice given to the other party within 15 days after the commencement date of such road-show. Otherwise this agreement remains in full force and effect.

Fixing Exhibition Dates

Seventh: The exhibition date or dates of each motion picture, unless definitely specified or otherwise provided for in the Schedule, or otherwise agreed upon in writing, shall be as follows:

(1) This contract contemplates the general release of the pictures to be delivered hereunder within twenty (20) months next succeeding the date of the execution of this contract. Should the Producer not deliver any one or more of these pictures to the Distributor so that the Distributor can generally release said picture or pictures by that date, the contract of license for each such picture not delivered shall be mutually cancelled on that date.

[fol. 5862] (2) Within a reasonable time after the delivery by the producer, and provided the exhibitor is not in default hereunder, or under any other contract with the distributor, the distributor agrees to mail to the exhibitor a notice in writing of the date when such motion picture will be available for exhibition by the Exhibitor, such date being hereinafter referred to as the available date. Such notice shall be mailed to the exhibitor at least fifteen days prior to the available date therein specified.

(3) The Exhibitor shall, within fourteen days after the mailing of such notice, select exhibition date or dates, such dates to be within the period commencing with the available

date and ending thirty days thereafter, by giving to the Distributor written notice of the date or dates so selected. If the exhibition date or dates so selected by the Exhibitor are not open to the Exhibitor, the Distributor shall so notify the Exhibitor, and in such event the exhibition date or dates shall be as provided in the following paragraphs (a) and (b):

(a) If other dates within the same period are open, the Distributor shall notify the Exhibitor thereof, and the Exhibitor agrees immediately to select from such open dates another date or dates. Should the Exhibitor fail so to do, the Distributor may, at its option, either declare the contract to be in default, or designate in writing such date or dates within the period beginning not earlier than two weeks and ending not later than six weeks from the date first selected by the Exhibitor, and give written notice thereof to the Exhibitor fourteen days before the date so designated by the Distributor. The Exhibitor must immediately confirm such dates to the Distributor, and should the Exhibitor not confirm the date so designated, the Exhibitor shall be in default under this contract.

(b) If no other dates within the said thirty days are open, then the Exhibitor shall designate the date or dates which shall be within the period beginning not earlier than two weeks, and ending not later than six weeks from the last day of the said thirty days, and written notices thereof shall immediately be given or mailed to the Distributor by the Exhibitor. If the Exhibitor fails to so designate such date or dates, then the Distributor may, at its option, either declare the contract to be in default, or designate in writing [fol. 5863] such date or dates within the period beginning not earlier than two weeks and ending not later than six weeks from the date first selected by the Exhibitor, and give written notice thereof to the Exhibitor fourteen days before the date so designated by the Distributor. The Exhibitor must immediately confirm such dates to the Distributor, and should the Exhibitor not confirm the date so designated, the Exhibitor shall be in default under this contract.

(4) In the event of Exhibitor's failing to designate exhibition date or dates for any motion picture as in this contract provided, or should the Exhibitor default in any other contract he has with the Distributor, then and there-

upon any sum or sums of money or other fixed consideration payment of which is provided for hereunder shall ipso facto become due and payable by the Exhibitor to the Distributor, anything to the contrary in this contract notwithstanding, and the clearance period provided in this contract in respect to any motion picture shall be revoked. If payment hereunder of the license fee of any motion picture is to be computed in whole or in part upon the percentage of the gross admission receipts of said theatre, damages shall be computed as to all unplayed percentage pictures as agreed upon in paragraph "Fourth," subdivision (2) hereof from the last day of the fourteen (14) days after the mailing of the notice of availability as set forth in paragraph "Seventh," subdivision (2) above which notice of availability was sent concerning the picture in the dating of which the Exhibitor is in default.

(5) The date or dates fixed or determined as in this Article provided shall be for all purposes the exhibition date or dates of the motion pictures as though set forth in the Schedule before execution hereof by the Exhibitor.

(6) The Exhibitor is cognizant that the Distributor is bound by contract to cause the motion pictures distributed by it to be exhibited in the several exchange territories in sequence of the general release of such pictures in each respective exchange territory. Therefore, pursuant thereto, the Exhibitor agrees to exhibit each motion picture for the license of which it contracts with the Distributor in the sequence of the notices of availability given the Exhibitor by the Distributor, and that this order of [fol. 5864] exhibition shall be of the essence of this and the other license agreements entered into by the parties hereto.

Return of Prints by Exhibitor

Eighth: (a) After each exhibition hereunder, the Exhibitor agrees promptly as instructed in writing by the Distributor, either to return the prints to the Distributor's Exchange, or to deliver the same to a carrier designated by the Distributor, or to deliver such print to another exhibitor, and in any case to pay all transportation charges therefor adequately valued and insured.

(b) In the event the Exhibitor is obligated by such written instructions to deliver any such print to another ex-

hibitor, and fails so to do, and the Distributor is damaged thereby, the Exhibitor agrees to pay any and all such damages.

Loss of or Damage to Prints

Ninth: (a) The Exhibitor shall immediately notify the Distributor's Exchange by telegram of the loss, theft or destruction of or damage to any print between the delivery to and the return thereof by the Exhibitor, and in such event, the Exhibitor agrees to pay to the Distributor a sum equal to the cost of replacement for each lineal foot thereof.

(b) The Exhibitor agrees that all claims by him on account of the condition of or the late or non-arrival of a print shall be barred hereunder unless such claim shall be made by telegram, setting forth fully the condition complained of, within twenty-four hours after the exhibition date determined hereunder.

Cutting or Alterations of Prints

Tenth: The exhibitor shall exhibit each picture in its entirety and shall not copy, duplicate, subrent or part with possession of any print thereof nor shall the exhibitor cut or alter the same, excepting to make necessary repairs thereto, or when required by any duly authorized public official or authority or with the written or telegraphic consent of the distributor, and the exhibitor shall return each print in the same condition as received, reasonable wear only excepted.

[fol. 5865] Clearance and Run

Eleventh: (a) Provided the Exhibitor is not in default hereunder, the Exhibitor agrees to observe the Clearance specified in the schedule hereof.

(b) If the Exhibitor is granted hereunder a second or subsequent run, the Distributor shall have the right in its sole discretion to advance the Exhibitor's run by giving notice in writing to such effect to the Exhibitor, and the Exhibitor agrees to exhibit any motion picture the run of which is thus advanced in accordance therewith, even though the Exhibitor's run thus becomes a first run and there are no runs prior thereto.

Advertising Prior to First Run

Twelfth: If the Exhibitor is granted hereunder a second or subsequent run, the Exhibitor agrees not to advertise any picture to be delivered hereunder except by means of advertisements inside the said theatre not intended for removal therefrom by the public, prior to the exhibition of any such picture by any other exhibitor having the right to the first or prior run thereof. In the event of any violation of this clause the Exhibitor agrees to pay to the Distributor a sum equal to the damage, if any, so caused such other Exhibitor, and the Distributor may, at its option, terminate the license granted hereunder for that picture or any other picture to be delivered by the Distributor. The Distributor, however, shall not be liable for any breach of the provisions of this article caused by any other exhibitor.

Taxes

Thirteenth: The exhibitor shall pay to the distributor upon demand, any tax, fee or other like charge now or hereafter imposed upon the delivery, or the exhibition of prints of motion pictures or upon the sums payable under this license by the exhibitor to the Distributor.

Impossibility of Performance

Fourteenth: Neither party shall be liable unto the other for a default caused by force majeur.

[fol. 5866]

C. O. D. Shipments

Fifteenth: Exhibitor hereby expressly grants Distributor the right to demand and receive, as a condition precedent to delivery of the print or sound records of any motion picture contracted for hereunder, payment of all amounts then due Distributor by Exhibitor under this or any other exhibition contract between the parties hereto and Distributor may require such payment of all sums then due by means of a C. O. D. shipment or otherwise.

Waiver

Sixteenth: A waiver by either party of any breach or default of the other party shall not be construed as a waiver of any other or subsequent breach or default of such other party.

Verbal Promises; Changes Must Be in Writing

Seventeenth: This license agreement is complete, and all promises, representations, understandings, and agreements in reference thereto have been expressed herein. No change, modification, or assignment hereof shall be binding upon the distributor unless in writing signed by an officer or any person duly authorized by the Distributor in its main office in New York City.

The right of the Distributor to approve or reject this application or any other application signed by the Exhibitor at the same time or at any other time is not dependent upon the approval or rejection by the Distributor of this application or of any other application.

The Distributor and Exhibitor agree that the above motion pictures are included in one contract form for convenience only, but that as a matter of substance the application for each picture specified in the Schedule is separate and distinct from the application for any other picture specified in the schedule and each application shall be treated as distinct from any other application by the Distributor and may be accepted or rejected without reference to the accepting or rejecting of any other picture, and that each application accepted is a separate contract as to the particular picture concerned, and this instrument if accepted [fols. 5867-5870] is to be construed as creating for each picture contracted for a separate contract containing the terms and conditions as are in this instrument contained as though there had been such a separate contract between Distributor and Exhibitor for each picture for which a contract is herein made.

Application May Be Rejected Immediately if Exhibitor Does Not Read and Sign Schedule as Indicated

Agreed to .....

Exhibitor

This license applies only to those pictures specifically described in the Schedule, and does not include any other pictured produced by the Producer whether distributed by this Distributor or any other Distributor.

In Witness Whereof, the Exhibitor has on the ... day of ... 19 ..., executed this application, which upon acceptance by the Distributor at his home office in New

York City by its affixing hereto the facsimile or perforated or written signature of the proper officers, shall constitute a contract of license for the exhibition of the motion picture specified in the schedule, but only at the theatre and on the dates specified herein and in accordance with the terms and conditions hereof.

Exhibitor ..... L. S.

An Individual—A Partnership—A Corporation
(Strike out two)

Lessee—Owner—Operator
(Strike out two)

By .....

Partner—General Manager—Officer
(Strike out two)

Guaranteed by .....

Dated the ..... day of ....., 193....

Accepted at New York, N. Y.

United Artists Corporation.

By .....

General Manager of Distribution

[End of Contract]

[fol. 5871] Universal—1936-37

Form E5

Contract Number .....

Exchange ..... Population .....

Salesman ..... Seating Capacity .....

For H. O. use only

Exchange	Salesman	By:

Universal Pictures

Optional Standard License Agreement

Agreement of license under copyright made in one or more counterparts between Universal Film Exchanges, Inc., a Delaware corporation (hereinafter referred to as the Distributor) party of the first part, and the Exhibitor (hereinafter named and referred to as the Exhibitor, oper-

ating the theatre hereinafter designated), party of the second part.

Witnesseth:

The parties hereto agree as follows:

License

First: The Distributor grants the Exhibitor and the Exhibitor accepts, a limited license under the respective copyrights of the motion pictures designated and described in the Schedule hereof and under the copyright of any matter included in any sound recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the said theatre for the number of consecutive days specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Ex- [fol. 5872] hibitor will have at the date or dates of the exhibition of each of such motion pictures a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said copyright musical compositions. If more than one theatre is hereinafter designated the said motion pictures are licensed for exhibition at only one of such theatres unless otherwise in the Schedule specifically provided in writing.

Term and Warranty

Second: (a) The term of this Agreement shall begin with the date fixed or determined for the exhibition at the said theatre of the first motion picture deliverable hereunder and shall continue for a period of one year thereafter unless otherwise in the Schedule provided. The Distributor agrees during said term to deliver to the Exhibitor, and the Exhibitor agrees to exhibit at said theatre during said term upon the dates herein provided for, a positive print of each of said motion pictures except such as may be excluded as provided in Clauses Fifteenth and Seventeenth hereof. The Distributor warrants that each positive print will be in good physical condition for projection and exhibition, and will clearly reproduce the recorded sound in synchro-

nism therewith if properly used upon standard reproducing equipment. If the recorded sound is not recorded upon a print, all references herein to a print shall be deemed to include the records, discs and any other device upon which sound may be recorded for reproduction with the exhibition of a print.

Damages—Failure to Deliver

(b) If the Distributor shall fail or refuse to deliver, or the Exhibitor shall fail or refuse to exhibit during the term hereof, any of said motion pictures, excepting those which may be eliminated as provided in Clause Fifteenth hereof, and those which may not be generally released as provided in Clause Seventeenth hereof or if the Distributor shall wilfully violate any of the provisions of Clause Seventh hereof or shall deliver to the Exhibitor a print of any motion picture which print shall be determined was [fol. 5873] not in condition for exhibition and for the reproduction of sound as provided in Clause Second, the Exhibitor or the Distributor, as the case may be, shall pay the damage so caused and if such damage cannot be definitely computed shall pay as liquidated damages a sum equal to the fixed sum herein specified as the rental of each such motion picture or a sum computed as provided in Clause Third (c) hereof, if the rental of any such motion picture is to be determined, either in whole or in part upon a percentage of the admission receipts of said theatre or any part thereof or upon a percentage of such receipts and a fixed sum; provided that any claim by the Exhibitor with respect to the condition of a print shall be deemed to have been waived by the Exhibitor unless notice of such claim shall have been given by the Exhibitor to the Distributor's exchange from which the Exhibitor is served, by telephone or telegraph, or in person, immediately after the first public exhibition thereof by the Exhibitor and written confirmation thereof mailed by the Exhibitor upon the same day to the Distributor's said exchange.

Payment

Third: (a) The Exhibitor agrees to pay for such license as to each such motion picture the fixed sums specified in the Schedule at least three (3) days in advance of the date of delivery of a print thereof at the Distributor's

exchange or of the date of shipment to the Exhibitor from another exhibitor, unless after the acceptance of this application by the Distributor such payment shall be otherwise agreed to by the Distributor in writing signed by an officer of the Distributor. All payments hereunder shall be made to the Distributor at the City in which is located the exchange from which the Exhibitor is served.

Percentage Bookings

(b) If the rental of any of such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre or any part thereof, the Exhibitor agrees to pay such rental immediately after the last exhibition upon the last date of the exhibition of each [fol. 5874] such motion picture or if requested by the Distributor at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition of each such motion picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date. Such statement shall be signed by the Exhibitor or the Manager or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and figures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an authorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor make certain expenditures and/or deductions, to examine all entries relating to such expenditures and/or deductions. Such right of access and examination of the Exhibitor's books and records limited as aforesaid, shall continue for a period of four (4) months after the receipt by the Distributor of each such statement. The Distributor agrees, unless such representative is in the continuous employ of the Distributor or employed as a checker, not to employ as a representative for such

purpose any person a resident of or employed in the place where the said theatre is located, other than a person engaged in business as an accountant. The Distributor agrees that any information obtained pursuant to the provisions of this clause will be treated as confidential, excepting in any arbitration proceeding or litigation in respect to this license.

Liquidated Damages—Percentage Bookings

(c) If the Exhibitor fails or refuses to exhibit any of said motion pictures as herein provided and the rental or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre, the [fol. 5875] Exhibitor shall pay the Distributor as liquidated damages for each day the Exhibitor fails or refuses to exhibit such motion pictures, in addition to any fixed sums payable hereunder in respect of such motion picture, a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by the Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Distributor was exhibited at such theatre during said ninety day period, then a sum equal to such percentage of the average daily gross receipts of such theatre during the period of thirty operating days immediately prior to the date or dates when such motion pictures should have been exhibited, or prior to the date of such failure or refusal to exhibit any of said motion pictures; provided that if the Exhibitor shall exhibit such motion pictures for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to sixty-five per cent (65%) of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

Delivery and Return of Prints

Fourth: (a) After each of said motion pictures is generally released for public exhibition and becomes available for exhibition hereunder by the Exhibitor, the Distributor

agrees to deliver as hereinafter provided, a print thereof to the Exhibitor.

(b) The public exhibition of any of said motion pictures for three (3) consecutive days at prices usually charged for admission to the theatre where so exhibited in the territory wherein is located the exchange from which the Exhibitor is served, excepting any "road show", "tryout", "preview", or "pre-release" exhibitions thereof, shall be deemed the general release for public exhibition of such motion picture but only in such territory. A "pre-release" [fol. 5876] exhibition shall be deemed any exhibition because of seasonal conditions making desirable exhibitions in advance of general release as herein defined.

(c) The Exhibitor agrees to exhibit each of said motion pictures in the order of its general release by the Distributor in the exchange territory in which said theater is located. The Exhibitor shall have the right to select any of the motion pictures, excepting the last deliverable hereunder, for exhibition out of the order of its general release, subject to prior runs and/or clearance granted other exhibitors, on the date or dates determined as provided in Article Sixth hereof or otherwise agreed upon, but only upon the following conditions (a) that the Exhibitor is not in default hereunder and shall have fully complied with all the provisions, if any, set forth in the Schedule for the exhibition of one or more of said motion pictures at specified intervals; and (b) that the Distributor and the Exhibitor shall then agree upon the date or dates upon which all of the motion pictures generally released prior to the general release of such motion picture and available for exhibition hereunder shall be exhibited by the Exhibitor, which date or dates shall be within thirty (30) days from the first exhibition date of the motion picture to be exhibited out of the order of its general release; or in the alternative the Exhibitor shall then pay to the Distributor the license fee for each of such motion pictures then generally released and available for exhibition hereunder, and as to any thereof which shall not be exhibited by the Exhibitor within thirty days from the first exhibition date of the motion picture to be exhibited out of the order of its general release, the grant of the run and clearance period in respect thereof shall be deemed waived by the Exhibitor. Upon the failure or refusal of the Exhibitor to exhibit any

of such motion pictures then generally released and available for exhibition hereunder within said thirty-day period or to pay the license fee thereof, the right of the Exhibitor to thereafter select for exhibition any motion picture out of the order of its general release shall be forfeited. The provisions of this paragraph (c) shall not be deemed to limit or qualify the provisions of Article Sixth hereof excepting as in this paragraph (c) specifically provided.

[fol. 5877] (d) The Distributor shall make deliveries hereunder to the Exhibitor or to the Exhibitor's authorized agent, by delivery at the Distributor's exchange, or to a common carrier, or to the United States Postal authorities. If deliveries are made to a carrier or to a post office, they shall be made in time for prints to reach the place where the said theatre is located in time for inspection and a projection thereof before the usual time for opening said theatre.

(e) The Exhibitor agrees to return immediately after the last exhibition on the last date of exhibition licensed, each print received hereunder, with its reels and containers, to the exchange of the Distributor from which the Exhibitor is served or as otherwise directed by the Distributor in the same condition as when received, reasonable wear and tear due to proper use excepted. Exhibitor agrees to pay all costs of transportation of such prints, reels, and containers from the Distributor's exchange or the last previous exhibitor having possession of the same, and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor shall constitute the return of such positive print by the Exhibitor.

(f) If Exhibitor fails to or delays the return of any positive print to the Distributor or fails to forward or delays forwarding (as directed by the Distributor) any such print to any other exhibitor, the Exhibitor agrees to pay the Distributor the damage, if any, so caused the Distributor and in addition the damage, if any, so caused such other exhibitor. The Exhibitor shall have the right to partic-

ipate in any compromise of or intervene in any arbitration or legal proceeding based upon any claim for such damage asserted against the Distributor by another exhibitor; notice of which shall be given the Exhibitor by the the Distributor.

[fol. 5878] Loss and Damage to Prints

Fifth: The Exhibitor shall pay to the Distributor a sum equal to the cost of replacement at the Distributor's exchange for each linear foot of any print, lost, stolen or destroyed or injured in any way in the interval between the delivery to and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or injury. Such payment, however, shall not transfer title to or any interest in any such positive print to the Exhibitor or any other party, nor release the Exhibitor from any liability arising out of any breach of this agreement. The Distributor shall at the option of the Exhibitor repay or credit to the Exhibitor any sums paid by the Exhibitor for any lost or stolen print, excepting "news reels," upon the return of such lost or stolen print to the Distributor within sixty (60) days after the date when the same should have been returned hereunder. The Exhibitor shall not be liable for the damage or destruction of any print, provided the Exhibitor establishes such damage or destruction occurred while in transit from the Exhibitor and delivery thereof was made as hereinabove provided. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft, or destruction of or damages or injury to any print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, immediately after the first public exhibition thereof shall have telegraphed the Distributor's exchange that such print was received by the Exhibitor in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

Selection of Play Dates

Sixth: Unless otherwise agreed upon or unless definitely specified or otherwise provided for in the Schedule, the ex-

hibition date or dates of each of said motion pictures shall be determined as follows:

[fol. 5879] 1. Subject to prior runs and/or clearance granted or hereafter granted by the Distributor to other exhibitors and within a reasonable time after a print or prints of any of said motion pictures are received at the exchange of the Distributor out of which the Exhibitor is served, and provided the Exhibitor is not in default hereunder, the Distributor shall mail to the Exhibitor a notice in writing of the date when each such motion picture will be available for exhibition by the Exhibitor (which date is hereinafter referred to as the "available date"). Such notice shall be mailed to the Exhibitor at least (15) days before the available date therein specified.

2. Within fourteen (14) days after the mailing of such notice, the Exhibitor shall select an exhibition date or dates not theretofore assigned to another exhibitor or other exhibitors, within the period commencing upon the available date and ending thirty (30) days thereafter and give to the Distributor written notice of the date or dates so selected.

3. Upon the failure of the Exhibitor to so select such date or dates the Distributor shall designate such date or dates by mailing written notice thereof to the Exhibitor.

Clearance and Run

Seventh: The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the "run" or prior to the expiration of the "clearance period" if any in the Schedule specified, at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Description of Pictures

Eighth: (a) (1) The Distributor will not substitute for any feature motion picture described in the contract there- [fol. 5880] for as that of a named star or stars or named director or named well-known author, book, or play, one of any other star or stars, director, author, book, or play, nor will the Distributor substitute any other feature motion picture for one which in this contract is designated "no substitute"; and the Exhibitor shall not be required to accept any such substitute motion picture.

(2) Nothing in this Article contained shall be interpreted to prohibit the Distributor from changing the title of any motion picture contracted for, from making changes, alterations, and adaptations of any story, book, or play upon which it is based and from substituting for any such story, book, or play another story, book, or play, or from changing the director, the cast, or any member thereof of any such motion picture, except as hereinabove specifically prohibited.

(b) The Distributor warrants that none of said motion pictures are reissues of old negatives, old negatives retitled, or foreign produced by a foreign producer, except those specifically specified as such in the Schedule; and further that none of said motion pictures contains or will contain any advertising matter for which compensation is received by the Distributor, or any subsidiary or affiliate of the Distributor.

Advertising Prior to First Run

Ninth: (a) If the Exhibitor is granted a subsequent run of any of the said motion pictures, the Exhibitor shall not advertise any thereof by any means of advertising, prior to or during the exhibition thereof by any other exhibitor having the right to prior run thereof.

(b) Nothing herein contained shall be deemed to prohibit the Exhibitor from advertising generally all of the feature motion pictures licensed for exhibition by the Exhibitor as a group, but such general advertising shall not refer to any one of said motion pictures at any time prior to its exhibition by any other exhibitor having first or immediately prior run thereof, excepting as hereinabove provided.

(c) The Exhibitor shall not advertise by any means of

advertising any of said motion pictures which may be roadshown by the Distributor and not excepted and ex-
[fol. 5881] cluded from this license, until after the completion of such roadshowing in the United States, and then only as permitted in paragraph (a) of this Clause.

(d) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and revert to the Distributor, unless arbitration is herein provided for and immediately upon the receipt of any such notice of exclusion the Exhibitor by written notice given to the Distributor shall deny breaching any of the provisions of this Clause, in which case the question of fact raised by such denial shall be determined by arbitration.

Acceptance by Distributor

Tenth: Until accepted in writing by an officer of or any person authorized by the Distributor and notice of acceptance sent to the Exhibitor this instrument shall be deemed only an application for a license under Copyright, and may be withdrawn by the Exhibitor any time before such acceptance. Unless such notice of acceptance is sent the Exhibitor by mail or telegraph within fifteen (15) days after the date thereof, if the said theatre of the Exhibitor is located East of the Mississippi River, and within thirty (30) days after the date thereof if located West of said river, said application shall be deemed to have been withdrawn. The deposit by the Distributor of any check or other consideration given by the Exhibitor at the time of application as payment for any purpose or the delivery of a print of any of said motion pictures shall not be deemed an acceptance hereof by the Distributor.

Changes in Writing

Eleventh: This license agreement is complete and all promises, representations, understandings, and agreements in reference thereto have been expressed herein. No change or modification hereof shall be binding upon the Distributor unless in writing signed by an officer of the Distributor, excepting in an emergency and only then, a change or modifica-

[fol. 5882] tion may be consented to in writing but only by the representative of the Distributor managing the Distributor's exchange out of which the Exhibitor is served provided such change or modification does not change or modify the run, and/or clearance period, or decrease any rental, or eliminate any motion picture specified in the Schedule.

Assignment on Sale of Theatre

Twelfth: This license shall not be assigned by either party without the written consent of the other, provided, that if the Exhibitor sells the said theatre or transfers any interest therein and is not in default hereunder, the Exhibitor may assign this license to the purchaser of the theatre or of such interest without the written consent of the Distributor but any such assignment shall not be valid or of any effect hereunder unless a written acceptance thereof by the assignee assuming the obligations of the Exhibitor shall be delivered to the Distributor. Any such assignment shall not release the Exhibitor from any liability hereunder unless such release from liability is consented to by the Distributor in writing.

Taxes

Thirteenth: The Exhibitor shall pay to the Distributor upon demand, any tax, fee or other like charge now and/or hereafter imposed or based upon the delivery and/or the exhibition of prints of motion pictures and/or upon the sums payable under this license by the Exhibitor to the Distributor. If under any statute or ordinance any such tax fee, or other like charge is or shall be payable or paid by the Distributor and the exact amount payable hereunder by the Exhibitor is not therein definitely fixed or cannot be exactly determined, then the Exhibitor shall pay such part of any such tax, fee, or other like charge paid or payable by the Distributor as shall be fixed in the manner determined by the then President of the American Arbitration Association.

[fol. 5883] Prevention of Performance

Fourteenth: If the Exhibitor shall be prevented from exhibiting or the Distributor from delivering any of the said motion pictures for causes beyond their direct control then this license in respect to each such motion picture shall

terminate and revert to the Distributor without liability on the part of either party, provided reasonable written notice of such termination and the cause thereof is given.

Option to ~~Exclude If Group Licensed~~: This Article Does Not Apply to Short Subjects

Fifteenth: (a) If the Exhibitor has contracted to exhibit all of the feature motion pictures listed in the schedule hereto and offered by the Distributor to the Exhibitor, and if the license fees of all of said pictures average no more than $250.00 per picture, the Exhibitor shall have the privilege to exclude from this license agreement not to exceed ten percent (10%) of the total number of feature motion pictures licensed hereunder; provided the Exhibitor

1. Is not in default under this license agreement and,

2. Has complied with all of the provisions hereof, if any, for the exhibition of such motion pictures at specified intervals.

(b) Such privilege of exclusion may be exercised only in the event aforesaid and upon the following terms and conditions:

1. The Exhibitor shall give to the Distributor written notice of each motion picture to be excluded within fourteen (14) days after the general release date thereof in the exchange territory out of which the Exhibitor is served.

2. The Exhibitor may exclude without payment therefor one (1) motion picture of each group of ten (10) of the number of feature motion pictures specified in this license agreement provided he has paid for the other nine (9) of such group.

3. If such privilege of exclusion is not exercised as provided in paragraph (b) 2 above, the Exhibitor may nevertheless exercise such privilege by paying the license fee of each motion picture excluded with the notice of its exclusion. In such case, such payment shall be credited against such tenth or succeeding tenth motion picture, as the case [fol. 5884] may be, which the Exhibitor would otherwise be privileged to exclude as provided in paragraph (b) 2 above.

If the only or last group licensed is less than ten (10) and more than five (5) motion pictures, the privilege to ex-

clude shall apply provided the Exhibitor has paid for all motion picture but one of such group.

(c) Upon the failure or refusal of the Exhibitor to comply with any term or condition of this license agreement, or to comply with any arbitration award in respect thereto, the privilege of exclusion forthwith shall be revoked and the Exhibitor shall be liable for and pay to the Distributor the license fees of all motion pictures theretofore excluded.

(d) If the license fee of any feature motion picture specified in this license agreement is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, such license fee (for the purpose of computing the average license fee of all of the motion pictures licensed) shall be determined as follows:

1. Average the license fees of all of the Distributor's feature motion pictures exhibited upon a percentage basis at the Exhibitor's theatre, during the period of one year prior to the term of such license agreement.

2. If none of the Distributor's feature motion pictures were exhibited upon a percentage basis at such theatre during said period, average the license fees of all feature motion pictures exhibited upon a percentage basis at such theatre during the said period.

(e) If the rental of any motion picture excluded is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, the sum to be paid by the Exhibitor as provided in paragraph (b) 3 hereof shall be determined as follows:

1. Average the gross receipts of all the Distributor's feature motion pictures exhibited at the Exhibitor's theatre during the ninety (90) day period preceeding the Exhibitor's notice of exclusion, and apply to such average the percentage terms specified in the license agreement for the picture excluded.

2. If no feature motion picture of the Distributor were exhibited at the Exhibitor's theatre during said ninety (90) [fol. 5885] day period, average the daily gross receipts of the Exhibitor's theatre for the period of thirty (30) operating days preceding the Exhibitor's notice of exclusion and apply to such average the percentage terms specified in the license agreement for the picture excluded.

(f) In computing the number of feature motion pictures which may be excluded hereunder, fractions of more than one-half (½) shall be regarded as one (1).

(g) Upon the exclusion of each feature motion picture, the license therefor and all rights thereunder shall terminate and shall revert to the Distributor.

First Run Exhibitions

Sixteenth: (a) If the Exhibitor is granted a first run of the said motion pictures, the Exhibitor shall exhibit each of the feature motion pictures excepting those described in Paragraph (d) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the Distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the first exhibition date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period of clearance of such motion picture shall be reduced so as to expire one hundred and twenty (120) days after said scheduled date of its general release. If the Exhibitor is granted a first run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within the said period of one hundred and twenty (120) days, the grant of the said first run and the clearance period in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

[fol. 5886] Second Run Exhibitions

(b) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of one hundred and twenty (120) days specified in Paragraph (a) of this Clause, the

Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said fourteen (14) days period the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Subsequent Run Exhibitions

(c) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other exhibitor having been granted the second run thereof immediately prior to such subsequent run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of fourteen (14) days specified in Paragraph (b) of this Clause the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the expiration of the said fourteen-day period and ending seven (7) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period if any in respect [fol. 5887] thereof shall be deemed waived by the Exhibitor and the license fees as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Extended Runs

(d) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than

one show week prior to the run granted the Exhibitor shall be excepted from the provisions of this Clause and of Paragraph (b) of Clause Fourth.

Exhibition After Revocation of Run and Clearance

(e) Upon the waiver of the grant of the run and/or clearance period of any feature motion picture as provided in Paragraphs (a), (b) or (c) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon written request mailed or delivered to the Distributor within sixty (60) days after the last date upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Failing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

If the provisions of this Clause shall in anywise be in conflict with the provisions of any other license agreement made and entered into by the Distributor with any other exhibitor prior to January 15, 1934, the provisions of this Clause shall be deemed to be subordinate and subject to the provisions of such other license agreement.

[fol. 5888] Pictures Not Generally Released

Seventeenth: If any of the said motion pictures described in the Schedule, excepting those, if any, which may be road-shown by the Distributor, shall not be generally released by the Distributor for Distribution in the United States during the period beginning Sept. 1, 1936, and ending Aug. 31, 1937, each such motion picture shall be excluded from this license, upon written notice to such effect given to the Exhibitor by the Distributor prior to fifteen (15) days before the end of said period, unless the Exhibitor shall give written notice to the Distributor not later than thirty (30) days after the end of said period that the Exhibitor elects to exhibit hereunder all such motion pictures if generally released during the year immediately following the end of said period. If such notice of elec-

tion is given as aforesaid the Distributor shall deliver and the Exhibitor shall exhibit each of such motion pictures upon the terms and conditions of this license excepting that any thereof which are not so generally released within the said following year shall also be excepted and excluded from this license. In such case the Distributor may exhibit and license for exhibition each of such motion pictures so excluded when and where desired by the Distributor and all claims of the Exhibitor in respect thereof are hereby expressly waived and the Distributor released and discharged therefrom by the Exhibitor.

Exhibitor's Default

Eighteenth: If the Exhibitor shall fail or refuse to pay the rental of any of such motion pictures as provided in this license or to furnish statements of the receipts of said theatre, if any are required hereunder, or to give the Distributor's representative access to the said theatre or its box office and/or the Exhibitor's books and records relative to motion pictures the rentals of which are based upon the said theatre's admission receipts as herein provided, or if the Exhibitor shall exhibit or permit the exhibition of any of said motion pictures at any time or place other than as herein specified, or if the Exhibitor becomes [fol. 5889] insolvent or is adjudicated a bankrupt, or executes an assignment for the benefit of his creditors, or if a receiver is appointed for any of the property of the Exhibitor, or if the Exhibitor voluntarily or by operation of law should lose control of the said theatre or of his said interests therein making it impossible for the Exhibitor to exhibit the said motion pictures at the said theatre, then upon the happening of any one or more of said events the Distributor may at its option, (1) terminate this license agreement, or (2) suspend the delivery of additional motion pictures hereunder until such default or defaults should cease and be remedied. It is agreed that the exercise of any of said remedies by the Distributor shall be in addition to and without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this license agreement.

Cutting or Altering of Prints

Nineteenth: The Exhibitor shall exhibit each print in its entirety and shall not copy, duplicate, subrent or part with

possession of any print. The Exhibitor shall not cut or alter any print, excepting to make necesary repairs thereto, or when required by any duly constituted public official or authority or with the written or telegraphic consent of the Distributor. The Exhibitor, however, may cut the print of a news reel, and in such case shall completely restore all parts cut therefrom, prior to the return thereof to the Distributor or shipment elsewhere if so directed by the Distributor, in the same condition as received by the Exhibitor.

Roadshows

Twentieth: (a) The Distributor shall have the right to exhibit and/or cause to be exhibited as a "roadshow," at any time prior to the exhibition thereof hereunder, such of the motion pictures licensed hereunder as the Distributor may from time to time select and determine, provided however, that such roadshow exhibitions shall be at theatres at [fol. 5890] which admission prices for evening performances, during such exhibitions thereof, of not less than one dollar shall be charged for the majority of the orchestra seats, and further provided that, except in the cities of New York and Los Angeles, not more than two of such motion pictures shall be so roadshown.

(b) If and when any such roadshow exhibition shall be in the City of New York and/or the City of Los Angeles, and if the Exhibitor's theatre is situated in the territory then served by the Distributor's exchange or exchanges located in New York or in Los Angeles, as the case may be, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown in each or both of said territories, upon sending to the Exhibitor written notice to such effect not later than four (4) weeks after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory. The exception and exclusion of any such motion picture in the territory then served by the Distributor's exchange or exchanges located in the City of Los Angeles or in the City of New York, as the case may be, shall not be deemed to require the Distributor to except and exclude the same motion picture in both of said territories.

(c) If and when any such roadshow exhibition, excepting those in the City of New York and/or in the City of Los Angeles, shall be in the territory served by the Distributor's exchange or exchanges serving the Exhibitor's theatre, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown upon sending to the Exhibitor written notice to such effect within (7) days after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude each such motion picture from all other license agreements containing this Clause and licensing and exhibition of such motion picture in such territory.

[fol. 5891] (d) The inadvertent omission to send to any of such other exhibitors the notice provided for in Paragraphs (a) and (b) of this Clause shall not be deemed to affect the exception and exclusion from this license of any such motion picture.

(e) The Distributor may so exercise such right to except and exclude any such motion picture from time to time, in the respective territories, as above defined, in the United States. Any motion picture so roadshown in any place in the United States, and not excepted and excluded from this license as aforesaid, shall not be deemed available for exhibition hereunder until after the completion of such roadshowing of such motion picture in the United States, and such motion picture shall be exhibited hereunder when generally released by the Distributor and as and when available for exhibition by the Exhibitor, and the term of this license agreement specified in Clause Second shall be in respect to each such motion picture, extended to and including the date or dates of exhibition by the Exhibitor hereunder of each thereof.

(f) For each motion picture that the Distributor shall except and exclude, as aforesaid, the Exhibitor is hereby granted the option to except and exclude from this license (in addition to those which may be excluded as provided in Clauses Fifteenth and Seventeenth) one of the other motion pictures licensed hereunder, but only if the Exhibitor shall give to the Distributor written notice to such effect not later than fourteen days before the date fixed for the exhibition hereunder of such other motion picture. The

Distributor may exhibit and/or license the exhibition of any and all motion pictures excepted and excluded from this license by the Distributor and/or the Exhibitor, as aforesaid, when and where desired by the Distributor, free from all claims of the Exhibitor in respect thereof and the license of each thereof shall forthwith upon exclusion as hereinbefore provided terminate and revert to the Distributor.

Twenty-First: The following schedule and all of the written and printed parts thereof are a part of this license:

[fol. 5892]

Schedule of feature contract

Code No.	Production	Consecutive Days Run	Rental Terms the Exhibitor Agrees to Pay the Distributor as License Fee
1001	Madame Curie		
1003	Hippodrome		
1004	Time Out of Mind		
1007	Everybody Sings		
1008	Reno in the Fall		
1009	Untitled Production		
1013	My Children		
1014	Luckiest Girl in the World		
1015	Hello Beautiful		
1016	Roxana		
1017	Untitled Production		
1018	Class Prophecy		
1019	Four Days Wonder		
1020	Untitled Production		
1021	Lessons in Society		
1031	Untitled Production		
1032	Rich and Reckless		
1033	Untitled Production		
1002	My Man Godfrey		
1005	James Whale Production		
1006	Melody Lady		
1010	Two in a Crowd		
1011	Edward Arnold Prod		
1012	As Good as Married		
1022	Victor McLaglen in "A Fool for Blondes"		
1023	Flying Hostess		
1024	Karloff in "Man in the Cab"		
1025	Untitled Production		
1026	Children of Broadway		
1027	Coast Guard		
1028	Untitled Production		
1029	Three Smart Girls		
1030	California Straight Ahead		
1034	Untitled Production		
1035	Untitled Production		
1036	Son of a Champion		

Additional Clauses

Number of Features Offered: Number of Features Licensed:
Additional Terms:

Playing Arrangement: The Exhibitor agrees to play and pay for ..... of the above productions each and every ..... beginning ..... in the order of release, if, and as available.

Of the motion pictures hereby licensed the respective number set forth below shall be exhibited on the days specified below:

..... motion pictures as selected by Distributor on .....
motion pictures as selected by Distributor on .....

[fol. 5893] Admission Prices

The Exhibitor during the whole of the licensed exhibition period of each of the motion pictures exhibited hereunder agrees to and shall charge for admission to said theatre not less than the following prices:

Matinees:	Adults,	orchestra	balcony
	Children,	orchestra	balcony
Evenings:	Adults	orchestra	balcony
	Children,	orchestra	balcony

If during any such period less than said admission prices is charged, the Distributor in addition to all other rights hereunder shall have the right: (a) immediately to terminate the license of the motion picture then being exhibited, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion picture shall forthwith terminate and revert to the Distributor; or (b) provided the Exhibitor is granted herein a period of "clearance" to reduce such period by not to exceed one-half in respect to each of the motion pictures thereafter deliverable hereunder; or (c) provided no period of clearance is specified in the Schedule to withhold for a period not to exceed sixty (60) days notice of the date when each

motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each such motion picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determined as provided in clause Sixth hereof. If the Distributor does not elect to terminate the license of the motion picture then being exhibited, as provided in subdivision (a) of this paragraph, the Exhibitor shall account for all admissions to the said theatre during the exhibition of such motion picture on the basis of the respective admission prices above stipulated for each person admitted to the said theatre, at each performance of said motion picture, provided that if at any such performance any of the prices of admission are greater than the respective amounts above set forth, the Exhibitor shall account to the Distributor on the basis [fol. 5894] of such larger amounts. The Distributor shall also have the right to suspend all further deliveries of motion pictures to the Exhibitor until such scale of admission prices at the said theatre shall have been restored to at least the amounts above specified. The use of "two for ones" service passes or similar devices shall be construed as a reduction in admission.

The Distributor agrees that the Exhibitor shall have the following run and clearance (such terms having the meaning generally given them in the trade):

Advertising Accessories

The Exhibitor agrees to lease from the Distributor or the Distributor's authorized agent for use only in connection with the exhibition of each of the motion pictures exhibited hereunder and agrees not to sublease or sell the following advertising accessories:

[fol. 5896] The Distributor may, in its discretion, interchange the film rental and terms (including the theatre if more than one theatre is mentioned herein) of any one or more of the motion pictures herein described, with the film rental and terms of any other motion picture licensed hereunder. Such right may be exercised by giving the Exhibitor written notice of such interchange at or prior to the date upon which notice of availability of such motion picture is mailed to the Exhibitor.

It is agreed that in case any motion picture excluded under Exhibitor's "Option to exclude if group licensed" shall have been designated by Distributor to play on percentage terms, then upon its exclusion such designation shall be deemed to be thereby rescinded and Distributor may designate a different motion picture to play on such specified percentage terms, it being the intent of the parties hereto that Exhibitor shall exhibit hereunder upon the respective percentage terms set forth in said Schedule the number of motion pictures specified in the Schedule to play on percentage.

Exhibitor hereby expressly agrees that Distributor shall have the right to demand and receive, as a condition precedent to delivery of the print and/or sound records of any motion picture contracted for hereunder, payment of all amounts then due Distributor by Exhibitor under this or any other exhibition contract(s) between the parties hereto and Distributor may require such payment of all sums then due by means of a C. O. D. shipment or otherwise.

If the Exhibitor shall fail or refuse to perform any other license agreement with the Distributor, the Distributor, at its option, may, upon such default or refusal to perform, either:

1. Terminate this license agreement, or

2. Suspend the delivery of additional motion pictures hereunder until such default or defaults shall cease and be remedied.

If the Distributor shall elect to terminate this license agreement, then the Distributor shall be entitled to recover from the Exhibitor, as damages for such breach, the license fees payable with respect to all of the motion pictures not theretofore exhibited under this license agreement, and the

Distributor shall be under no obligation thereafter to deliver or offer to deliver any picture or pictures hereunder.

[fol. 5897] Notwithstanding the number of days of exhibition specified for each motion picture in the schedule nor the reference to more than one theatre in the schedule, it is understood and agreed by and between the Distributor and the Exhibitor that the license herein granted is expressly limited to and shall not include any right of exhibition at any time or place or by any means other than:

1. The exhibition of each respective motion picture for the number of days of exhibition selected, designated or otherwise agreed upon, as herein provided, and confirmed in writing by the Distributor to the Exhibitor but not exceeding the maximum number of days specified in the schedule hereof with respect to such motion picture.

2. The exhibition of each respective motion picture at the theatre and on the date or dates of exhibition selected, designated or otherwise agreed upon, as herein provided, and confirmed in writing by the Distributor to the Exhibitor for such picture.

3. The exhibition of each respective motion picture hereunder only by means of the print of the picture furnished to the Exhibitor by the Distributor for the express purpose of exhibition on the date or dates of exhibition selected, designated or otherwise agreed upon, as herein provided, and confirmed in writing by the Distributor to the Exhibitor for such picture.

It is agreed that the Distributor may, at its option, furnish prints of any of the motion pictures licensed hereunder on reels of 2,000 feet maximum capacity.

[End of Schedule]

Midnight Shows

Twenty-second: The license herein granted for the number of days specified in the schedule shall not include the right of exhibition at any time previous to dawn of the first licensed and booked day of exhibition without securing express written permission therefor.

Optional Arbitration Clause

Optional Clause: The following Clause Twenty-third is optional with the parties hereto. If it is desired to make [fol. 5898] such clause a part of this license, the Exhibitor

and the duly authorized representative of the Distributor shall sign their respective names where indicated immediately following this paragraph and unless so signed the said Clause shall be deemed excluded from this license agreement.

It is agreed by and between the parties that Clause Twenty-third, providing for voluntary arbitration of disputes arising hereunder, shall be included as a part of this license.

—— ——, Representative of the Distributor duly authorized to agree to the following Clause Twenty-third; —— ——, Exhibitor.

Arbitration

Twenty-third: The Exhibitor and the Distributor respectively, freely and voluntarily agree that as a condition precedent to the commencement of any action or proceeding in any court by either of them, to determine, enforce or protect the legal rights of either hereunder, each shall submit all claims and controversies arising hereunder for determination by arbitration to an Arbitration Board (hereby expressly waiving the oath of the arbitrators) which shall consist of four members, each of whom shall be engaged in the motion-picture business, and two of whom to be appointed by the Exhibitor, and the remaining two to be appointed by the Distributor.

Upon the written request of the Distributor or the Exhibitor for the arbitration of any dispute or controversy arising hereunder, the party making such request shall name therein two arbitrators, stating the business address and and business or business connection of each, and shall designate therein the date, time and place of the hearing of such controvery. The date of such hearing shall not be earlier than seven (7) days from the date of the sending of such notice, unless it shall be claimed in such notice that irreparable injury will result unless there is a speedy determination of such controversy, in which case such hearing may be designated to be held earlier than said seven (7) day period.

Within five (5) days after the mailing of such request for arbitration, the party upon whom such request is made shall [fol. 5899] name two arbitrators in a written notice mailed or delivered to the other party, stating therein the business address and business or business connection of each arbi-

trator. If either party fails or refuses to name the arbitrators as herein provided or if any arbitrator so named shall fail or refuse to act, or be unable to serve or shall be challenged and others are or another arbitrator qualified and then available to act is not then appointed, others or another arbitrator may be appointed by the other party as the case may be.

No member of the Arbitration Board shall hear or determine any controversy in which he has an interest direct or indirect and any member having such interest shall be disqualified to act.

If the arbitrators or a majority of them are unable to reach a decision, then they, or a majority of them shall immediately select an umpire who shall not be engaged in the motion-picture business. In such case the hearing before the umpire shall be at such time and place as the umpire shall designate and shall be had before the umpire alone, the arbitrators not to be permitted to attend the hearing before the umpire. If the arbitrators or a majority of them are unable to agree upon the selection of an umpire, the American Arbitration Association shall be requested to make such selection.

The Arbitration Board shall have general power to determine such dispute or controversy as shall be submitted, to make findings of fact in respect thereof and to direct specific performance of a contract, and/or that the same has been breached in whole or in part, and/or that damages on such account shall be paid. The Board of Arbitration shall have the power only to give force and effect to the provisions of this license agreement and the rights or obligations of the parties thereunder; provided that if after a full hearing of any controversy submitted for arbitration hereunder, excepting any submission to an umpire designated as hereinabove provided, the arbitrators or a majority of them are of the opinion that because of unusual circumstances arising after the execution of this license agreement and beyond the direct control of the parties hereto disclosed at such hearing, a strict enforcement of the provisions of this license agreement would impose undue hardship upon one of the [fol. 5900] parties, the arbitrators or a majority of them may recommend in writing to the parties a settlement of such controversy upon such terms and conditions deemed by the arbitrators fair and just. If such settlement is not

agreed to by the parties within five (5) days after the receipt of a copy of such recommendation, the controversy shall be deemed withdrawn from the arbitrators.

The hearing of any such controversy shall be had before the Arbitration Board in the city wherein is situated the exchange of the Distributor from which the Exhibitor is served, unless the parties agree in writing that such hearing be had in some other place. If either party fails or refuses to submit to arbitration any such claim or controversy, the other party may apply to a United States District Court, or to any other Court, including a court of a state in which such hearing would otherwise not be had, for an order to proceed to arbitrate in which case such hearing shall be had in such place as the court to which such application is made may lawfully direct.

The parties hereto further agree to abide by and forthwith comply with any decision or award of the arbitrators, or a majority of them and consent that any such decision or award shall be enforceable in or by any Court of competent jurisdiction pursuant to the law of such jurisdiction now or hereafter in force.

If the Exhibitor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the award of the arbitrators in respect thereto, within seven (7) days, the Distributor may at its option suspend the deliveries of the motion pictures provided for in this and in each other existing license agreement between the parties thereto and/or terminate this and each such other license agreement; and upon such termination the aggregate of the license fees of all motion pictures specified in this and any other such license agreement then not exhibited forthwith shall become due and payable by the Exhibitor.

If the Distributor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the decision or the award of an Arbitration [fol. 5901-5912] Board in respect thereto within seven (7) days, the Exhibitor may at the option of the Exhibitor terminate this and any other existing license agreement between the parties hereto by mailing a notice to such effect to the Distributor within seven (7) days after such failure or refusal; and the Exhibitor shall have the rights and remedies provided in Clause Second (b) for failure to deliver motion pictures.

Any such termination by either party shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any breach by the other party to this or any other existing agreement between the parties.

Each of the parties hereto, without notice to the other, may apply to any Court having jurisdiction to make this agreement to arbitrate a rule or order of such Court.

In witness whereof —— —— the Exhibitor, operating the —— Theatre located at —— in the —— City and State has on —— date executed this application, which upon written acceptance thereof by the Distributor shall be deemed to be the license or the said Exhibitor for the exhibition of the motion pictures specified in the Schedule, but only at the said Theatre in accordance with the terms and conditions hereof.

—— a Partnership, —— a Corporation, —— Trade Name (Strike two out), by —— ——, partner; —— ——, officer; —— ——, owner (strike two out). Universal Film Exchanges, Inc., by —— ——, Manager.

Countersigned and approved by —— ——, Authorized Home Office Official).

Date —— 193—.

[fol. 5913]

WARNER—1936-37

Form 90 WF 36-37 (10M-12-36)

WARNER BROS. AND FIRST NATIONAL PRODUCTIONS

Season 1936-1937

EXHIBITION CONTRACT

Agreement of license under copyright made in one or more counterparts between Vitagraph, Inc., a corporation (hereinafter referred to as the Distributor), party of the first part, and the Exhibitor (hereinafter named and referred to as the Exhibitor, operating the theatre hereinafter designated), party of the second part,

Witnesseth. The parties hereto agree as follows:

License

First: The Distributor grants the Exhibitor and the Exhibitor accepts, a limited license under the respective copyrights of the motion pictures designated and described in the Schedule hereof and under the copyright of any matter included in any sound recorded therewith, to exhibit publicly said motion pictures and to reproduce for public performances such recorded sound in synchronism therewith, but only at the said theatre for the number of consecutive days specified in the Schedule and for no other use or purpose; provided that the reproducing equipment in the said theatre will operate reliably and efficiently to reproduce such recorded sound with adequate volume and high quality; and provided further that if copyrighted musical compositions are included in such recorded sound, the Exhibitor will have at the date or dates of the exhibition of each such motion pictures a license from the copyright proprietor thereof or from any licensee of such copyright proprietor to perform publicly the said copyrighted musical compositions. If more than one theatre is hereinafter designated the said [fol. 5914] motion pictures are licensed for exhibition at only one of such theatres unless otherwise in the Schedule specifically provided in writing.

Term and Warranty

Second: (a) The term of this Agreement shall begin with the date fixed or determined for the exhibition at the said theatre of the first motion picture deliverable hereunder and shall continue for a period of one year thereafter unless otherwise in the Schedule provided. The Distributor agrees during said term to deliver to the Exhibitor, and the Exhibitor agrees to exhibit at said theatre during said term upon the date or dates herein provided for, a positive print of each of said motion pictures except such as may be excluded as provided in Clauses Fifteenth and Seventeenth hereof. The Distributor warrants that each positive print will be in good physical condition for projection and exhibition, and will clearly reproduce the recorded sound in synchronism therewith if properly used upon standard reproducing equipment. If the recorded sound is not recorded upon a print, all references herein to a print shall be deemed to include the records, discs and any other device

upon which sound may be recorded for reproduction with the exhibition of a print.

Damages—Failure to Deliver

(b) If the Distributor shall fail or refuse to deliver, or the Exhibitor shall fail or refuse to exhibit during the term hereof, any of said motion pictures, excepting those which may be eliminated as provided in Clause Fifteenth hereof, and those which may not be generally released as provided in Clause Seventeenth hereof or if the Distributor shall wilfully violate any of the provisions of Clause Seventh hereof or shall deliver to the Exhibitor a print of any motion picture which print shall be determined was not in condition for exhibition and for the reproduction of sound as provided in Clause Second, the Exhibitor or the Distributor, as the case may be, shall pay the damage so caused and if such damage cannot be definitely computed shall pay as [fol. 5915] liquidated damages a sum equal to the fixed sum herein specified as the rental of each such motion picture or a sum computed as provided in Clause Third (c) hereof, if the rental of any such motion picture is to be determined, either in whole or in part upon a percentage of the admission receipts of said theatre or any part thereof or upon a percentage of such receipts and a fixed sum; provided that any claim by the Exhibitor with respect to the condition of a print shall be deemed to have been waived by the Exhibitor unless notice of such claim shall have been given by the Exhibitor to the Distributor's exchange from which the Exhibitor is served, by telephone or telegraph, or in person, immediately after the first public exhibition thereof by the Exhibitor and written confirmation thereof mailed by the Exhibitor upon the same day to the Distributor's said exchange.

Payment

Third: (a) Exhibitor agrees to pay for such license as to each such motion picture the fixed sums specified in the Schedule at least three (3) days in advance of the date of delivery of a print thereof at the Distributor's exchange or of the date of shipment to the Exhibitor from another exhibitor, unless after the acceptance of this application by the Distributor such payment shall be otherwise agreed to

by the Distributor in writing signed by an officer of the Distributor. All payments hereunder shall be made to the Distributor at the City in which is located the exchange from which the Exhibitor is served.

Percentage Bookings

(b) If the rental of any of such motion pictures is to be determined either in whole or in part upon the admission receipts of said theatre or any part thereof, the Exhibitor agrees to pay such rental immediately after the last exhibition upon the last date of the exhibition of each such motion picture or if requested by the Distributor at the end of each day's exhibition. In each such case the Exhibitor shall deliver to the Distributor immediately after the last exhibition upon each date of exhibition of each such motion [fol. 5916] picture a correct itemized statement of the gross receipts of said theatre for admission thereto upon each such date. Such statement shall be signed by the Exhibitor or the Manager or Treasurer of said theatre and the Cashier thereof and shall include a statement of such facts and figures as may be provided in the Schedule to be furnished by the Exhibitor, and if requested by the Distributor, shall be made upon forms furnished by the Distributor. Upon the exhibition date or dates of each motion picture an authorized representative of the Distributor is hereby given the right to verify the sale of all tickets of admission to said theatre, and the receipts therefrom; and for such purpose shall have access to the theatre, including the box office, and also the right to examine all relevant entries relating to such gross receipts in all the Exhibitor's books and records, and if hereunder it is provided that the Exhibitor make certain expenditures and/or deductions, to examine all entries relating to such expenditures and/or deductions. Such right of access and examination of the Exhibitor's books and records limited as aforesaid, shall continue for a period of four (4) months after the receipt by the Distributor of each such statement. The Distributor agrees, unless such representative is in the continuous employ of the Distributor or employed as a checker, not to employ as a representative for such purpose any person a resident of or employed in the place where the said theatre is located, other than a person engaged in business as an accountant. The Distributor agrees that any information obtained

pursuant to the provisions of this clause will be treated as confidential, excepting in any arbitration proceeding or litigation in respect of this license.

Liquidated Damages—Percentage Bookings

(c) If the Exhibitor fails or refuses to exhibit any of said motion pictures as herein provided and the rental or any part thereof is to be computed in whole or in part upon a percentage of the admission receipts of said theatre, the Exhibitor shall pay the Distributor as liquidated damages for each day the Exhibitor fails or refuses to exhibit such motion pictures, in addition to any fixed sums payable here- [fol. 6917] under in respect of such motion picture, a sum equal to such percentage of the average daily gross receipts of such theatre on each date any feature motion picture distributed by the Distributor was exhibited thereat during the period of ninety (90) days prior to the date or dates when said motion picture should have been so exhibited hereunder, or if no feature motion picture distributed by the Distributor was exhibited at such theatre during said ninety day period, then a sum equal to such percentage of the average daily gross receipts of such theatre during the period of thirty operating days immediately prior to the date or dates when such motion pictures should have been exhibited, or prior to the date of such failure or refusal to exhibit any of said motion picture; provided that if the Exhibitor shall exhibit such motion pictures for less than the full number of days provided for in the Schedule, for each day less than said full number of days, the sum equal to such percentage shall be computed upon a sum equal to sixty-five (65%) percent of the gross receipts of said theatre during the last day of the exhibition thereat of such motion picture. A sworn statement of the said daily gross receipts shall be delivered by the Exhibitor to the Distributor upon demand therefor.

Delivery and Return of Prints

Fourth: (a) After each of said motion pictures is generally released for public exhibition and becomes available for exhibition hereunder by the Exhibitor, the Distributor agrees to deliver as hereinafter provided, a print thereof to the Exhibitor.

(b) The public exhibition of any of said motion pictures for three (3) consecutive days at prices usually charged for admission to the theatre where so exhibited in the territory wherein is located the exchange from which the exhibitor is served, excepting any "road show," "tryout," "preview," or "pre-release" exhibitions thereof, shall be deemed the general release for public exhibition of such motion picture but only in such territory. A "pre-release" exhibition shall be deemed any exhibition because of seasonal conditions making desirable exhibitions in advance of general release as herein defined.

(c) The Exhibitor agrees to exhibit each of said motion pictures in the order of its general release by the Distributor [fol. 5918] in the exchange territory in which said theatre is located. The Exhibitor shall have the right to select any of the motion pictures, excepting the last deliverable hereunder, for exhibition out of the order of its general release, subject to prior runs and/or clearance granted other exhibitors, on the date or dates determined as provided in Article Sixth hereof or otherwise agreed upon, but only upon the following conditions (a) that the Exhibitor is not in default hereunder and shall have fully complied with all the provisions, if any, set forth in the Schedule for the exhibition of one or more of said motion pictures at specified intervals, and (b) that the Distributor and the Exhibitor shall then agree upon the date or dates upon which all of the motion pictures generally released prior to the general release of such motion picture and available for exhibition hereunder shall be exhibited by the Exhibitor, which date or dates shall be within thirty (30) days from the first exhibition date of the motion picture to be exhibited out of the order of its general release; or in the alternative the Exhibitor shall then pay to the Distributor the license fee for each of such motion pictures then generally released and available for exhibition hereunder, and as to any thereof which shall not be exhibited by the Exhibitor within thirty days from the first exhibition date of the motion picture to be exhibited out of the order of its general release, the grant of the run and clearance period in respect thereof shall be deemed waived by the Exhibitor. Upon the failure or refusal of the Exhibitor to exhibit any of such motion pictures then generally released and available for exhibition hereunder within said thirty-day period

or to pay the license fee thereof, the right of the Exhibitor to thereafter select for exhibition any motion picture out of the order of its general release shall be forfeited. The provisions of this paragraph (c) shall not be deemed to limit or qualify the provisions of Article Sixth hereof excepting as in this paragraph (c) specifically provided.

(d) The Distributor shall make deliveries hereunder to the Exhibitor or to the Exhibitor's authorized agent, by delivery at the Distributor's exchange, or to a common carrier, or to the United States Postal authorities. If deliveries are made to a carrier or to a post office, they shall be made in time for [fol. 5919] prints to reach the place where the said theatre is located in time for inspection and a projection thereof before the usual time for opening said theatre.

(e) Exhibitor agrees to return immediately after the last exhibition on the last date of exhibition licensed, each print received hereunder, with its reels and containers, to the exchange of the Distributor from which the Exhibitor is served or as otherwise directed by the Distributor in the same condition as when received, reasonable wear and tear due to proper use excepted. Exhibitor agrees to pay all costs of transportation of such prints, reels, and containers from the Distributor's exchange or the last previous exhibitor having possession of the same, and return to the Distributor's exchange; or if directed by the Distributor, to ship such positive prints elsewhere than to the Distributor's exchange transportation charges collect. It is agreed that the delivery of a positive print properly directed and packed in the container furnished by the Distributor therefor, to a carrier designated or used by the Distributor and proper receipt therefor obtained by the Exhibitor, shall constitute the return of such positive print by the Exhibitor.

(f) If the Exhibitor fails to or delays the return of any positive print to the Distributor or fails to forward or delays forwarding (as directed by the Distributor) any such print to any other exhibitor, the Exhibitor agrees to pay the Distributor the damage, if any, so caused the Distributor and in addition the damage, if any, so caused such other exhibitor. The Exhibitor shall have the right to participate in any compromise of or intervene in any arbitration or legal proceeding based upon any claim for such damage asserted against the distributor by another exhibitor; notice of which shall be given the Exhibitor by the Distributor.

Loss and Damage to Prints

Fifth: The Exhibitor shall pay to the Distributor a sum equal to the cost of replacement at the Distributor's exchange for each linear foot of any print, lost, stolen or destroyed or injured in any way in the interval between the delivery to and the return thereof by the Exhibitor in full settlement of all claims for such loss, theft, destruction or [fol. 5920] injury. Such payment, however, shall not transfer title to or any interest in any such positive print to the Exhibitor or any other party, nor release the Exhibitor from any liability arising out of any breach of this agreement. The Distributor shall at the option of the Exhibitor repay or credit to the Exhibitor any sum paid by the Exhibitor for any lost or stolen print, excepting "news reels," upon the return of such lost or stolen print to the Distributor within sixty (60) days after the date when the same should have been returned hereunder. The Exhibitor shall not be liable for the damage or destruction of any print, provided the Exhibitor establishes such damage or destruction occurred while in transit from the Exhibitor and delivery thereof was made as hereinabove provided. The Exhibitor shall immediately notify the Distributor's exchange by telegram of the loss, theft or destruction or of damage or injury to any print. If any print shall be received from the Exhibitor by the Distributor or any subsequent exhibitor in a damaged or partially destroyed condition it shall be deemed to have been so damaged or destroyed by the Exhibitor unless the latter, immediately after the first public exhibition thereof shall have telegraphed the Distributor's exchange that such print was received by the Exhibitor in a damaged or partially destroyed condition, and setting forth fully the nature of such damage and the amount of footage so damaged or destroyed.

Selection of Play Date

Sixth: Unless otherwise agreed upon or unless definitely specified or otherwise provided for in the Schedule, the exhibition date or dates of each of said motion pictures shall be determined as follows:

1. Subject to the prior runs and/or clearance granted or hereafter granted by the Distributor to other exhibitors and within a reasonable time after a print or prints of any said

motion pictures are received at the exchange of the Distributor out of which the exhibitor is served, and provided the Exhibitor is not in default hereunder, the Distributor shall mail to the Exhibitor a notice in writing of the date when each such motion picture will be available for exhibition by the Exhibitor (which date is hereinafter referred [fol. 5921] to as the "available date"). Such notice shall be mailed to the Exhibitor at least fifteen (15) days before the available date therein specified.

2. Within fourteen (14) days after the mailing of such notice, the Exhibitor shall select an exhibition date or dates not theretofore assigned to another exhibitor or other exhibitors, within the period commencing upon the available date and ending thirty (30) days thereafter and give to the Distributor written notice of the date or dates so selected.

3. Upon the failure of the Exhibitor to so select such date or dates the Distributor shall designate such date or dates by mailing written notice thereof to the Exhibitor.

Clearance and Run

Seventh: The Distributor agrees not to exhibit or grant a license to exhibit any of said motion pictures for exhibition in conflict with the 'run" or prior to the expiration of the "clearance period" if any in the Schedule specified at any theatre therein named or within the territorial limits therein specified. Such period of clearance as to each of said motion pictures shall be computed from the last date of the exhibition thereof licensed hereunder. If clearance is granted against a named theatre or theatres indicating that it is the intention of the Distributor to grant such clearance against all theatres in the immediate vicinity of the Exhibitor's theatre then unless otherwise provided in the Schedule, such clearance shall include any theatre in such vicinity thereafter erected or opened.

Description of Pictures

Eighth: (a) The Distributor shall have and hereby reserves the right in the sole discretion of the Distributor to change the title of any of the said motion pictures, to make changes in, alteration and adaptation of any story, book or play and to substitute for any thereof any other story, book or play. The Distributor also shall have and hereby reserve-

the right to change the director, the cast or any member thereof of any of said motion pictures.

(b) The Exhibitor shall not be required to accept for any feature motion picture described in the Schedule as that of a [fol. 5922] named star or stars, director or named well-known author, book or play, any motion picture of any other star or stars, director, author, book or play nor to accept any other feature motion picture in place of any thereof which in the Schedule is designated "no substitute." The right of rejection conferred on the Exhibitor by this Clause is in addition to the right of exclusion provided in Clause Fifteenth hereof.

(c) The Distributor warrants that none of said motion pictures are reissues of old negatives, old negatives retitled or foreign produced by a foreign producer, excepting those specifically specified as such in the Schedule; and further that none of said motion pictures contains or will contain any advertising matter for which compensation is received by the Distributor, or any subsidiary or affiliate of the Distributor.

Advertising Prior to First Run

Ninth: (a) If the Exhibitor is granted a subsequent run of the said motion pictures, the Exhibitor shall not advertise any thereof by any means of advertising prior to or during the exhibition of any one of said motion pictures by any other exhibitor having the right to a prior run thereof. Nothing in this Clause shall be deemed to prohibit the Exhibitor from advertising generally all of said motion pictures as a group but such general advertising shall not refer to any one of said motion pictures during its exhibition by any other exhibitor having the first or immediately prior run thereof, excepting as herein provided.

(b) The Exhibitor shall not advertise by any means of advertising any of said motion pictures which may be road-shown by the Distributor and not excepted and excluded from this license, until after the completion of such road-showing in the United States, and then only as permitted in paragraph (a) of this Clause.

(c) For a breach of the provisions of this Clause the Distributor shall have in addition to all other rights the right to exclude from this license any motion picture advertised in

violation of the provisions hereof by written notice to such effect mailed to the Exhibitor and upon the mailing of such notice the license of such motion picture shall terminate and [fol. 5923] revert to the Distributor, unless arbitration is herein provided for, and immediately upon the receipt of any such notice of exclusion the Exhibitor by written notice given to the Distributor shall deny breaching any of the provisions of this Clause, in which case the question of fact raised by such denial shall be determined by arbitration.

Acceptance by Distributor

Tenth: Until accepted in writing by an officer of or any person authorized by the Distributor and notice of acceptance sent to the Exhibitor this instrument shall be deemed only an application for a license under Copyright, and may be withdrawn by the Exhibitor any time before such acceptance. Unless such notice of acceptance is sent the Exhibitor by mail or telegraph within fifteen (15) days after the date thereof, if the said theatre of the Exhibitor is located east of the Mississippi River, and within thirty (30) days after the date thereof if located west of said river, said application shall be deemed to have been withdrawn. The deposit by the Distributor of any check or other consideration given by the Exhibitor at the time of application as payment for any purpose or the delivery of a print of any said motion pictures shall not be deemed an acceptance hereof by the Distributor.

Changes in Writing

Eleventh: This license agreement is complete and all promises, representations, understandings, and agreements in reference thereto have been expressed herein. No change or modification hereof shall be binding upon the Distributor unless in writing signed by an officer of the Distributor, excepting in an emergency and only then, a change or modification may be consented to in writing but only by the representative of the Distributor managing the Distributor's exchange out of which the Exhibitor is served provided such change or modification does not change or modify the run, and/or clearance period, or decrease any rental, or eliminate any motion picture specified in the Schedule.

[fol. 5924] Assignment on Sale of Theatre

Twelfth: This license shall not be assigned by either party without the written consent of the other, provided, that if the Exhibitor sells the said theatre or transfers any interest therein and is not in default hereunder, the Exhibitor may assign this license to the purchaser of the theatre or of such interest without the written consent of the Distributor but any such assignment shall not be valid or of any effect hereunder unless acceptance thereof by the assignee assuming the obligations of the Exhibitor shall be delivered to the Distributor. Any such assignment shall not release the Exhibitor from any liability hereunder unless such release from liability is consented to by the Distributor in writing.

Taxes

Thirteenth: The Exhibitor shall pay to the Distributor upon demand, any tax, fee, or other like charge now and/or hereafter imposed or based upon the delivery and/or the exhibition of prints of motion pictures and/or upon the sums payable under this license by the Exhibitor to the Distributor. If under any statute or ordinance any such tax, fee, or other like charge is or shall be payable or paid by the Distributor and the exact amount payable hereunder by the Exhibitor is not therein definitely fixed or cannot be exactly determined, then the Exhibitor shall pay such part of any such tax, fee, or other like charge paid or payable by the Distributor as shall be fixed in the manner determined by the then President of the American Arbitration Association.

Prevention of Performance

Fourteenth: If the Exhibitor shall be prevented from exhibiting or the Distributor from delivering any of the said motion pictures for causes beyond their direct control then this license in respect to each such motion picture shall terminate and revert to the Distributor without liability on the part of either party, provided reasonable written notice of such termination and the cause thereof is given.

Option to Exclude if Group Licensed

[fol. 5925] Fifteenth: (a) If in this license agreement the total number of feature motion pictures offered to the Exhibitor by the Distributor, at one time, shall have been

licensed by the Distributor hereunder and the license fees of all thereof average not more than Two hundred and fifty ($250.00) Dollars, the Exhibitor shall have the privilege to exclude from this license agreement not to exceed ten (10%) percent of the total number of feature motion pictures licensed hereunder; provided that the Exhibitor

(1) Is not in default hereunder, and

(2) Shall have fully complied with all of the provisions, if any, set forth in this agreement for the exhibition of such feature motion pictures at specified intervals.

(b) Such privilege of exclusion may be exercised only upon the following terms and conditions:

(1) The Exhibitor shall give to the Distributor written notice of the Exhibitor's election to exclude any of said feature motion pictures within fourteen (14) days after the general release date thereof in the exchange territory out of which the Exhibitor is served.

(2) The Exhibitor may exclude without payment therefor one (1) motion picture out of each group of ten (10) of the number of feature motion pictures specified in this license agreement provided the Exhibitor has paid for the other nine (9) of such group.

(3) If such privilege of exclusion is not exercised as provided in paragraph (b) (2) above, the Exhibitor may nevertheless exercise such privilege by paying the license fee of each motion picture excluded with the notice of its exclusion. In such case, such payment shall be credited against such tenth or succeeding tenth motion picture, as the case may be, which the Exhibitor would otherwise be privileged to exclude as provided in paragraph (b) (2) above.

If the only or last group licensed is less than ten (10) and more than five (5) motion pictures, the privilege, to exclude [fol. 5926] shall apply provided the Exhibitor has paid for all motion pictures but one in such group.

(c) Upon the failure or refusal of the Exhibitor to comply with any term or condition of this license agreement, or to comply with any arbitration award in respect thereto, the privilege of exclusion forthwith shall be revoked and the

Exhibitor shall be liable for and pay to the Distributor the license fee of all motion pictures theretofore excluded.

(d) If the license fee of any feature motion picture specified in this license agreement is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, such license fee (for the purpose of computing the average license fee of all the motion pictures licensed) shall be determined as follows:

(1) Average the license fees of all of the Distributor's feature motion pictures exhibited upon a percentage basis at the Exhibitor's theatre during the period of one year prior to the term of this license agreement.

(2) If none of the Distributor's feature motion pictures were exhibited upon a percentage basis at such theatre during said period, average the license fees of all feature motion pictures exhibited upon a percentage basis at such theatre during the said period.

(e) If the rental of any motion picture excluded is to be computed in whole or in part upon a percentage of the receipts of the Exhibitor's theatre, the sum to be paid by the Exhibitor as provided in paragraph (b) (3) hereof shall be determined as follows:

(1) Average the gross receipts of all the Distributor's feature motion pictures exhibited at the Exhibitor's theatre during the ninety (90) day period preceding the Exhibitor's notice of exclusion, and apply to such average the percentage terms specified in this license agreement for the picture excluded.

(2) If no feature motion pictures of the Distributor were exhibited at the Exhibitor's theatre during said ninety (90) day period average the daily gross receipts of the Ex- [fol. 5927] hibitor's theatre for the period of thirty (30) operating days preceding the Exhibitor's notice of exclusion and apply to such average the percentage terms specified in this license agreement for the picture excluded.

(f) In computing the number of feature motion pictures which may be excluded hereunder, fractions of more than one-half (½) shall be regarded as one (1).

(g) Upon the exclusion of each feature motion picture, the license therefor and all rights thereunder shall terminate and shall revert to the Distributor.

First Run Exhibitions

Sixteenth: (a) If the Exhibitor is granted a first run of the said motion pictures, the exhibitor shall exhibit each of the feature motion pictures excepting those described in Paragraph (d) of this Clause within the period beginning with the date scheduled and announced by the Distributor for the general release of each feature motion picture in the territory wherein is located the exchange of the distributor out of which the Exhibitor is served and ending one hundred and twenty (120) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the first exhibition date of any of the said motion pictures shall occur on a date later than ninety (90) days after its scheduled and announced general release date, then the period of clearance of such motion picture shall be reduced so as to expire one hundred and twenty (120) days after said scheduled date of its general release. If the Exhibitor is granted a first run of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said period of one hundred and twenty (120) days, the grant of the said first run and the clearance period in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor, with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Second Run Exhibitions

[fol. 5928] (b) If the Exhibitor is granted a second run of the said motion pictures and any other exhibitor having been granted the first run thereof immediately prior to such second run fails to exhibit any the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of one hundred and twenty (120) days specified in Paragraph (a) of this Clause, the Exhibitor shall exhibit each such feature motion picture within the period beginning with the date of the expiration of the said one hundred and twenty (120) days period and ending fourteen (14) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a second run of the said motion pictures and the Exhibitor fails to exhibit any feature

motion picture within said fourteen (14) days period the grant of such second run and the clearance period if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (c) of this Clause provided.

Subsequent Runs Exhibitions

(c) If the Exhibitor is granted a run subsequent to a second run of the said motion pictures and any other Exhibitor having been granted the second run thereof immediately prior to such subsequent run fails to exhibit any of the feature motion pictures, excepting those described in Paragraph (d) of this Clause within the said period of fourteen (14) days specified in Paragraph (b) of this Clause the Exhibitor shall exhibit each feature motion picture within the period beginning with the date of the expiration of the said fourteen day period and ending seven (7) days thereafter, notwithstanding any provision of Clause Sixth hereof to the contrary. If the Exhibitor is granted a run subsequent to a second run [fol. 5929] of the said motion pictures and the Exhibitor fails to exhibit any feature motion picture within said seven (7) day period, the grant of such subsequent run and the clearance period, if any in respect thereof shall be deemed waived by the Exhibitor and the license fee as to such feature motion picture shall thereupon forthwith become due and payable to the Distributor with the right to the Exhibitor to exhibit such feature motion picture as hereinafter in Paragraph (e) of this Clause provided.

Extended Runs

(d) Any of the motion pictures which shall have been exhibited at any theatre in the said territory for more than one show week prior to the run granted the Exhibitor shall be excepted from the provisions of this Clause and of Paragraph (b) of Clause Fourth.

Exhibition After Revocation of Run and Clearance

(e) Upon the waiver of the grant of the run and/or the clearance period of any feature motion picture as provided

in Paragraphs (a), (b), or (c) of this Clause, the Exhibitor upon payment of the sum or sums payable hereunder as provided in this Clause for the license to exhibit such feature motion picture, shall have the right to exhibit the same hereunder upon a date or dates not in conflict with any run and/or clearance period granted or hereafter granted to other exhibitors, upon written request mailed or delivered to the Distributor within sixty (60) days after the last date upon which such feature motion picture should have been exhibited by the Exhibitor as provided in this Clause. Failing to make such request within said period of sixty (60) days the license to exhibit such feature motion picture granted hereunder shall terminate and revert to the Distributor.

If the provisions of this Clause shall in anywise be in conflict with the provisions of any other license agreement made and entered into by the Distributor with any other exhibitor prior to September 1, 1933, the provisions of this Clause [fol. 5930] shall be deemed to be subordinate and subject to the provisions of such other license agreement.

Pictures Not Generally Released

Seventeenth: If any of the said motion pictures described in the Schedule, excepting those, if any, which may be road-shown by the Distributor, shall not be generally released by the Distributor for distribution in the United States during the period beginning September 1, 1936, and ending August 31, 1937, each such motion picture shall be excluded from this license, upon written notice to such effect given to the Exhibitor by the Distributor prior to fifteen (15) days before the end of said period, unless the Exhibitor shall give written notice to the Distributor not later than thirty (30) days after the end of said period that the Exhibitor elects to exhibit hereunder all such motion pictures if generally released during the year immediately following the end of said period. If such notice of election is given as aforesaid the Distributor shall deliver and the Exhibitor shall exhibit each of such motion pictures upon the terms and conditions of this license excepting that any thereof which are not so generally released within the said following year shall also be excepted and excluded from this license. In such case the Distributor may exhibit and license for exhibition each of such motion pictures so ex-

cluded when and where desired by the Distributor and all claims of the Exhibitor in respect thereof are hereby expressly waived and the Distributor released and discharged therefrom by the Exhibitor.

Remedies for Breach

Eighteenth: If the Exhibitor shall fail or refuse to pay the rental of any of such motion pictures as provided in this license or to furnish statements of the receipts of said theatre, if any are required hereunder, or to give the Distributor's representative access to the said theatre or its box office and/or the Exhibitor's books and records relative to motion pictures the rentals of which are based upon the said [fol. 5931] theatre's admission receipts as herein provided, or if the Exhibitor shall exhibit or permit the exhibition of any of said motion pictures at any time or place other than as herein specified, or if the Exhibitor becomes insolvent or is adjudicated a bankrupt, or executes an assignment for the benefit of his creditors, or if a receiver is appointed for any of the property of the Exhibitor, or if the Exhibitor voluntarily or by operation of law should lose control of the said theatre or of his said interests therein making it impossible for the Exhibitor to exhibit the said motion pictures at the said theatre, then upon the happening of any one or more of said events, the Distributor may, at its option, (1) terminate this license agreement, or (2) suspend the delivery of additional motion pictures hereunder until such default or defaults should cease and be remedied. It is agreed that the exercise of any of said remedies by the Distributor shall be in addition to and without prejudice to any right or remedy of the Distributor against the Exhibitor at law or in equity and/or otherwise provided for in this license agreement.

Cutting or Alteration of Prints

Nineteenth: The Exhibitor shall exhibit each print in its entirely and shall not copy, duplicate, subrent or part with possession of any print. The Exhibitor shall not cut or alter any print, excepting to make necessary repairs thereto, or when required by any duly constituted public official or authority or with the written or telegraphic consent of the distributor. The Exhibitor, however, may cut the print of a news reel, and in such case shall completely restore all parts

cut therefrom, prior to the return thereof to the Distributor or shipment elsewhere if so directed by the Distributor, in the same condition as received by the Exhibitor.

Midnight Shows

Twentieth: The license herein granted for the number of days specified in the Schedule shall not include the right of exhibition at any time previous to dawn of the first licensed [fol. 5932] and booked date of exhibition without securing express written permission hereunder.

Roadshows

Twenty-first: (a) The Distributor shall have the right to exhibit and/or cause to be exhibited as a "roadshow," at any time prior to the exhibition thereof hereunder, such of the motion pictures licensed hereunder as the Distributor may from time to time select and determine, provided, however, that such roadshow exhibitions shall be at theatres at which admission prices for evening performances, during such exhibitions thereof, of not less than one dollar shall be charged for the majority of the orchestra seats, and further provided that, except in the cities of New York and Los Angeles, not more than two of such motion pictures shall be so roadshown.

(b) If and when any such roadshow exhibition shall be in the City of New York and/or the City of Los Angeles, and if the Exhibitor's theatre is situated in the territory then served by the Distributor's exchange or exchanges located in New York or in Los Angeles, as the case may be, the Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown in each or both of said territories, upon sending to the Exhibitor written notice to such effect not later than four (4) weeks after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory. The exception and exclusion of any such motion picture in the territory then served by the Distributor's exchange or exchanges located in the City of Los Angeles, or in the City of New York, as the case may be, shall not be deemed

to require the Distributor to except and exclude the same motion picture in both of said territories.

(c) If and when any such roadshow exhibition, excepting those in the City of New York and/or in the City of Los geles, shall be in the territory served by the Distributor's exchange or exchanges serving the Exhibitor's theatre, the [fol. 5933] Distributor shall have the right to except and exclude from this license not to exceed two of such motion pictures so roadshown upon sending to the Exhibitor written notice to such effect within seven (7) days after the commencement of such roadshow exhibition and provided that the Distributor shall by like notice except and exclude each such motion picture from all other license agreements containing this Clause and licensing the exhibition of such motion picture in such territory.

(d) The inadvertent omission to send to any such other exhibitors the notice provided for in Paragraphs (a) and (b) of this Clause shall not be deemed to affect the exception and exclusion from this license, of any such motion picture.

(e) The distributor may so exercise such right to except and exclude any such motion picture from time to time, in the respective territories, as above defined, in the United States. Any motion picture so roadshown in any place in the United States, and not excepted and excluded from this license aforesaid, shall not be deemed available for exhibition hereunder until after the completion of such roadshowing of such motion picture in the United States, and such motion picture shall be exhibited hereunder when generally released by the Distributor and as and when available for exhibition by the Exhibitor, and the term of this license agreement specified in Clause Second shall be in respect to each such motion picture extended to and including the date or dates of exhibition by the Exhibitor hereunder of each thereof.

(f) For each motion picture that the Distributor shall except and exclude, as aforesaid, the Exhibitor is hereby granted the option to except and exclude from this license (in addition to those which may be excluded as provided in Clauses Fifteenth and Seventeenth) one of the other motion pictures licensed hereunder, but only if the Exhibitor shall

give to the Distributor written notice to such effect not later than fourteen days before the date fixed for the exhibition hereunder of such other motion picture. The Distributor may exhibit and/or license the exhibition of any and all motion pictures excepted and excluded from this license by the Distributor and/or the Exhibitor, as aforesaid, when [fol. 5934] and where desired by the Distributor, free from all claims of the Exhibitor in respect thereof and the license of each thereof shall forthwith upon exclusion as hereinbefore provided terminate and revert to the Distributor.

Schedule

Twenty-second: The following Schedule and all of the written and printed parts thereof are a part of this license;

[fol. 5935]

Contract Number .....

Salesman .....
Branch .....

Schedule

Theatre	Exhibitor	Location of theatre

WARNER BROS. PRODUCTIONS						FIRST NATIONAL PRODUCTIONS					
Release No.	Consecutive Days Run	Film Rental		Trailer		Release No.	Consecutive Days Run	Film Rental		Trailer	
		Guarantee	Additional Sharing Terms	No. Days	Rental			Guarantee	Additional Sharing Terms	No. Days	Rental
101						151					
102						152					
103						153					
104						154					
105						155					
106						156					
107						157					
108						158					
109						159					
110						160					
111						161					
112						162					
113						163					
114						164					
115						165					
116						166					
117						167					
118						168					
119						169					
120						170					
121						171					
122						172					
123						173					
124						174					
125						175					
126						176					
127						177					

[fol. 5936]

WESTERNS

128										178							
129										179							
130										180							
Totals				x x x		x				Totals				x x x		x	

[fol. 5937] **Score Rentals:**

Run:	Playing arrangement		Additional Terms
	Features	Trailers	
Clearance:			

Additional Clauses

1. Distributor may in its discretion by giving Exhibitor notice in writing on or before "the available date" of the particular photoplay designate not more than four of the photoplays licensed hereunder for which the film rental and terms agreed to be paid by Exhibitor shall be, instead of the film rental and terms hereinabove provided —— percent of the gross box office receipts of such photoplays, such photoplays to be exhibited in the —— theatre for —— days each.

2. Distributor may in its discretion by giving Exhibitor notice in writing on or before "the available date" of the particular photoplays interchange the film rental and terms (including the theatre, if more than one theatre is mentioned above) of any one or more of the photoplays with the film rental and terms of any other photoplay or photoplays licensed hereunder.

3. *Admission Prices.*—The Exhibitor during the whole of the licensed exhibition period of each of the motion pictures exhibited hereunder agrees to and shall charge for admission to said theatre the following prices:
Evenings: Adults: Orchestra — Balcony — Children —
Matinees: Adults: — Orchestra — Balcony — Children —

Unless a greater minimum admission charge is herein specified, the Exhibitor agrees to and shall charge for admission to said theatre during the whole of the licensed exhibition period of each of the motion pictures, an actual admission fee which shall not be less than fifteen cents (15c) for each adult person for each matinee performance and not less than fifteen cents (15c) for each adult person for each evening performance.

If during any such period less than said admission prices is charged, the Distributor in addition to all other rights

hereunder shall have the right: (a) to immediately terminate the license of the motion picture then being exhibited, by written notice to such effect to the Exhibitor and upon the giving of such notice, the license of such motion picture shall forthwith terminate and revert to the Distributor; or (b) provided the Exhibitor is granted herein a period of "clearance" to reduce such period by not to exceed one-half in respect to each of the pictures thereafter deliverable hereunder or (c) provided no period of clearance is specified in the Schedule to withhold for a period not to exceed sixty (60) days notice of the date when each motion picture thereafter deliverable hereunder will be available for exhibition by the Exhibitor; and as to each such motion picture the "run" thereof, if any, granted the Exhibitor, shall be deemed revoked and the Exhibitor agrees to exhibit each such motion picture after notice of the available date thereof upon the date or dates determines as provided in Clause Fourth hereof.

[fol. 5938]

4. It is conceded by the Exhibitor that the exhibition by it of any photoplay licensed hereunder on the same program, and as a part of the program with any other feature photoplay of five reels or more in length, substantially reduces the exhibition value of such photoplay to other exhibitors in the same city or general territorial division in which the Exhibitor's theatre is located, and furthermore, substantially reduces the film rental which the Distributor is entitled to receive from other exhibitors who have either a prior or subsequent run to the exhibitor licensed in this agreement. Therefore it is covenanted and agreed that the Exhibitor will not exhibit any of the above licensed photoplays as a part of programs or on the same program or bill with any other feature photoplay and that a violation of this covenant by the Exhibitor entitles the Distributor to all the rights and remedies herein given to it for violation or breach of any other covenant, term or provision in this contract.

5. This agreement covers only "Warner Bros. Productions" or "First National Productions," as the case may be, and as provided in the Schedule hereof, and shall not cover the productions not licensed hereunder or which may be generally released under any other or different brand or trade-mark.

[fol. 5939] 6. In the event that Exhibitor shall violate the provisions of any other agreement between Distributor and Exhibitor for feature photoplays therein agreed to be leased or shall fail to date, play and pay for the film rental provided for in such other agreement, Distributor may at its option exercise with respect to this agreement all or any of the rights granted Distributor under Paragraph Eighteenth.

7. The parties hereto recognize that the National Appeal Board referred to in Article Twenty-third is not now and may not during the term of this agreement be in existence. It is agreed, therefore, that until the said National Appeal Board shall be organized, the sixth paragraph of said Article shall be deemed to read as follows:

> "The Arbitration Board shall have general power to determine such dispute or controversy as shall be submitted, to make findings of fact in respect thereof and to direct specific performance of a contract, and/or that the same has been breached in whole or in part, and/or that damages on such account shall be paid. The Board of Arbitration shall have the power only to give force and effect to the provisions of this license agreement and the rights or obligations of the parties thereunder."

8. Distributor hereby grants to the Exhibitor and the Exhibitor hereby accepts a license under copyright, subject to the terms and conditions hereof, to exhibit and reproduce in the theatre or theatres specified in this Schedule, the Trailers (which term shall be deemed to mean films or prints, ordinarily not in excess of one (1) reel in length, and the sound record accompanying same, designed to advertise and introduce coming photoplays), of the photoplays described in this Schedule opposite which there is a sum specified in the column of this Schedule marked "Trailer-Rental," but only for the number of successive days in this Schedule provided, on dates to be determined as follows: in the absence of special provisions for actual dates agreed upon in this Schedule, Exhibitor agrees to commence the first exhibition of each of the trailers seven (7) days prior to the first exhibition date determined as herein provided of the photoplay to which such trailer relates. Exhibitor [fol. 5940] agrees to pay Distributor for the rights herein granted with respect to each such trailer, the respective sums indicated in this Schedule therefor and to make such

payment at least five (5) days prior to the first agreed exhibition date of each such trailer determined as herein provided.

9. Number of pictures offered: — Number licensed: —

[End of Schedule]

Optional Arbitration Clause

The following Clause Twenty-Third is optional with the parties hereto. If it is desired to make such clause a part of this license, the Exhibitor and the duly authorized representative of the Distributor shall sign their respective names where indicated immediately following this paragraph and unless so signed the said Clause shall be deemed excluded from this license agreement.

It is agreed by and between the parties that Clause Twenty-Third, providing for voluntary arbitration of disputes arising hereunder, shall be included as a part of this license.

——, ——, Representative of the Distributor duly authorized to agree to the following Clause Twenty-Third; —— ——, Exhibitor.

Arbitration

Twenty-Third: The Exhibitor and the Distributor respectively, freely and voluntarily agree that as a condition precedent to the commencement of any action or proceeding in any court by either of them, to determine, enforce or protect the legal rights of either hereunder, each shall submit all claims and controversies arising hereunder for determination by arbitration to an Arbitration Board (hereby expressly waiving the oath of the arbitrators) which shall consist of four members, each of whom shall be engaged in the motion picture business, and two of whom to be appointed by the Exhibitor, and the remaining two to be appointed by the Distributor.

Upon the written request of the Distributor or the Exhibitor for the arbitration of any dispute or controversy arising hereunder, the party making such request shall name therein [fol. 5941] two arbitrators stating the business address and business or business connection of each and shall designate therein the date, time, and place of the hearing of such controversy. The date of such hearing shall not be earlier

than seven (7) days from the date of the sending of such notice, unless it shall be claimed in such notice that irreparable injury will result unless there is a speedy determination of such controversy in which case such hearing may be designated to be held earlier than said (7) day period.

Within five (5) days after the mailing of such request for arbitration, the party upon whom such request is made shall name two arbitrators in a written notice mailed or delivered to the other party, stating therein the business address and business or business connection of each arbitrator. If either party fails or refuses to name the arbitrators as herein provided or if any arbitrator so named shall fail or refuse to act, or be unable to serve or shall be challenged and others are or another arbitrator qualified and then available to act is not then appointed, others or another arbitrator may be appointed by the other party as the case may be.

No member of the Arbitration Board shall hear or determine any controversy in which he has an interest direct or indirect, and any member having such interest shall be disqualified to act.

If the arbitrators or a majority of them are unable to reach a decision, then they, or a majority of them shall immediately select an umpire who shall not be engaged in the motion picture business. In such case the hearing before the umpire shall be at such time and place as the umpire shall designate and shall be had before the umpire alone, the arbitrators not to be permitted to attend the hearing before the umpire. If the arbitrators or a majority of them are unable to agree upon the selection of an umpire, the American Arbitration Association shall be requested to make such selection.

The Arbitration Board shall have general power to determine such dispute or controversy as shall be submitted, to make findings of fact in respect thereof and to direct specific performance of a contract, and/or that the same has been breached in whole or in part, and/or that damages on such [fol. 5942] account shall be paid. The Board of Arbitration shall have the power only to give force and effect to the provisions of this license agreement and the rights or obligations of the parties thereunder; provided that if after a full hearing of any controversy submitted for arbitration hereunder, excepting any submission to an umpire designated as hereinabove provided, the arbitrators or a major-

ity of them are of the opinion that because of unusual circumstances arising after the execution of this license agreement and beyond the direct control of the parties hereto disclosed at such hearing, a strict enforcement of the provisions of this license agreement would impose undue hardship upon one of the parties, the arbitrators or a majority of them may recommend in writing to the parties a settlement of such controversy upon such terms and conditions deemed by the arbitrators fair and just. If such settlement is not agreed to by the parties within five (5) days after the receipt of a copy of such recommendation, the controversy shall be deemed withdrawn from the arbitrators and shall be submitted with a written statement of all the facts adduced at the hearing before the arbitrators together with all documentary evidence to the National Appeal Board in New York. The disposition by the National Appeal Board of any such recommendation shall be final and binding upon the parties hereto.

The hearing of any such controversy shall be had before the Arbitration Board in the city wherein is situated the exchange of the Distributor from which the Exhibitor is served, unless the parties agree in writing that such hearing be had in some other place. If either party fails or refuses to submit to arbitration any such claim or controversy, the other party may apply to a United States District Court, or to any other Court, including a court of a state in which such hearing would otherwise not be had, for an order to proceed to arbitrate in which case such hearing shall be had in such place as the court to which supplication is made may lawfully direct.

The parties hereto further agree to abide by and forthwith comply with any decision or award of the arbitrators, or a majority of them and consent that any such decision or award shall be enforceable in or by any Court of com-
[fol. 5943] petent jurisdiction pursuant to the law of such jurisdiction now or hereafter in force.

If the Exhibitor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the award of the arbitrators in respect thereto, within seven (7) days, the Distributor may at its option suspend the deliveries of the motion pictures provided for in this and in each other existing license agreement between the parties hereto and/or terminate this and each such other license agreement; and upon such termination the

aggregate of the license fees of all motion pictures specified in this and any other such license agreement then not exhibited forthwith shall become due and payable by the Exhibitor.

If the Distributor shall fail or refuse to submit to arbitration any such claim or controversy or to abide by and comply with the decision or the award of an Arbitration Board in respect thereto within seven (7) days, the Exhibitor may at the option of the Exhibitor terminate this and any other existing license agreement between the parties hereto by mailing a notice to such effect to the Distributor within seven (7) days after such failure or refusal; and the Exhibitor shall have the rights and remedies provided in Clause Second (b) for failure to deliver motion pictures.

Any such termination by either party shall be without prejudice to any other right or remedy which the party so terminating may have by reason of any breach by the other party to this or any other existing agreement between the parties.

Each of the parties hereto, without notice to the other, may apply to any Court having jurisdiction to make this agreement to arbitrate a rule or order of such Court.

In witness whereof ..... the Exhibitor, operating the ..... Theatre, located at ..... in the (City and State) ..... has on (Date) ..... executed this application, which upon written acceptance thereof by the Distributor shall be deemed to be the license of said Exhibitor for the exhibition of the motion pictures speci- [fols. 5944-5950] fied in the Schedule, but only at the said Theatre in accordance with the terms and conditions hereof.

VITAGRAPH, INC.

By .....

(The above signature of Vitagraph, Inc. is made only for the purpose of authenticating this application and is not an acceptance thereof.)

Exhibitor ——, by ——; by ——, General Manager of Distribution, Vitagraph, Inc.

The following application is hereby accepted.

Date ——.

[fol. 5950a] SUPREME COURT OF THE UNITED STATES

ORDER NOTING PROBABLE JURISDICTION—June 20, 1947

A petition for rehearing having been filed in this case upon dismissal of the appeal for failure to comply with Rule 12,

Upon consideration thereof, it is ordered by this Court that the petition for rehearing be, and the same is hereby, granted. The judgment of dismissal of December 16, 1946, is vacated and probable jurisdiction is noted.

Mr. Justice Jackson took no part in the consideration or decision of this order.

[fol. 5951] EXHIBIT P-2

Always A Good Show E. W. Long & Sons, Mgrs.

HIGHWAY THEATRES
Western Electric Sound Equipped
Community — Memorial
Cadiz Mt. Vernon

Cadiz, Ohio, Jan. 15th, 1935.

Metro Goldwyn Mayer Dist. Corp.,
Cleveland, Ohio.

Attention of Manager.

DEAR SIR:

Please advise as soon as possible if you can furnish us second-run feature product for our Memorial Theatre at Mt. Vernon O.

Will be in the market for product commencing for dating after Mch. the first. Give release dates and all other information on available subjects.

Yours truly, E. W. Long, Manager, Memorial Theatre, Mt. Vernon, O.

[fol. 5952] EXHIBIT P-3

Always A Good Show E. W. Long & Sons, Mgrs.

HIGHWAY THEATRES
Western Electric Sound Equipped
Community — Memorial
Cadiz Mt. Vernon

Cadiz, Ohio, Jan. 15, 1935.

Paramount Pictures Corp.,
East Fifth St., Columbus, O.

Attention of Manager

DEAR SIR:

Please advise us soon as possible if you can furnish us Second-run features for our Memorial Theatre at Mt. Vernon, O.

We will be in the market for product commencing March the first; give release dates and all other information on available subjects.

Yours truly, E. W. Long, Manager, Memorial Theatre, Mt. Vernon, O.

[fol. 5953] EXHIBIT P-4

Stage and Screen Attractions
Emerson W. Long & Son, Mgrs.
MEMORIAL THEATRE
The House of Perfect Sound
Mt. Vernon, Ohio, Aug. 23, 1936.

Mr. I. J. Schmertz, Manager,
20th Century-Fox Corp.,
2219 Payne Ave., Cleveland, O.

DEAR MR. SCHMERTZ:

Later on we may be interested in running some of your features as repeat runs for Mt. Vernon.

Our records show we have written your office three times in regard to product, but we never have had a reply.

If you are not in a position to give us any advise on this subject, please let us know at once and we will take the matter up direct with New York

Yours truly, E. W. Long, Manager.

P.S. We can use also some short subjects.

[fol. 5954]

EXHIBIT P-6

R K O DISTRIBUTING CORPORATION.
RKO Building, Radio City
Rockefeller Center
New York

September 13th, 1935.

Mr. E. W. Long,
Memorial Theatre,
Mt. Vernon, Ohio.

DEAR MR. LONG:

I will let you know within the next ten days whether or not we will be able to do business with you in Mt. Vernon.

Sincerely yours, E. L. McEvoy, Eastern Sales Manager.

cc-N. Levy
H. Greenblatt

[fol. 5955]

EXHIBIT P-7

R K O DISTRIBUTING CORPORATION
RKO Building, Radio City
Rockefeller Center
New York

May 21st, 1936.

Mr. E. W. Long,
Memorial Theatre,
Mt. Vernon, Ohio.

Re: Mt. Vernon

DEAR MR. LONG:

I am sorry but we will be unable to give you any of our 1936/37 product as we have made a deal with Schine.

Very truly yours, E. L. McEvoy, Eastern Sales Manager.

cc-N. Levy
H. Greenblatt

[fol. 5956] EXHIBIT P-8

LEASE AND AGREEMENT

This memorandum of Lease and Agreement made this 31 day of Dec., A.D. 1939, between the undersigned, the Board of Trustees of the Memorial Building of Knox County, Ohio, First Party, and E. W. Long, Second Party, witnesseth:

That first party, in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the second party has demised and leased to second party the premises in the City of Mount Vernon, Knox County, Ohio, known and described as follows:

Being the Memorial Theatre in the Knox County Memorial Building, situate on East High Street in said city, and including that portion of the building designated and intended for use as a theatre and assembly hall, including the approaches and exits thereto, the right of ingress and egress, through the walks and drives of the premises upon which said building is situated, and the portion of the basement underneath the stage, property room and stage approaches. Also including the use of the heating and ventilating fans and apparatus in the fan room and right of access thereto in common with the owners and tenants of other parts of said building. Together with certain furniture, equipment, scenery and accessories in accordance with an inventory and schedule thereof, hereto annexed and made a part hereof. The same to be used and occupied as a first class, high-grade theatrer, assembly hall and moving picture house. Provided, however, that first party reserves for itself and its employees the right to pass to and from the heating boiler room and fuel storage space situated in said building through the premises included in this lease, but at such times, and in such manner, as will not unreasonably effect second party's rights hereunder.

To have and to hold the same unto second party for the term of one year beginning on the 31st day of December, 1939, and ending on the 30th day of December, 1940.

First party doth hereby covenant with second party as follows, to-wit:

(a) That second party, so long as he shall pay the rent hereinafter provided, and perform and observe each and all of the covenants and promises herein contained, may peaceably hold and enjoy said premises during said term without any interruption by first party, or by any person lawfully claiming through first party, and except as hereinafter provided.

(b) First party will at all times during the term of this lease, keep the main walls, the roof and the exterior of said demises premises in good and substantial repair, together with the main sewer line used in common with other parts of said building, and the main gas, water and electric supply lines used in common with other portions of said building.

(c) First party agrees to furnish for the premises herein leased a reasonable and proper supply of heat from the heating plant in said building and reasonable ventilation through and by the ventilating system provided for said building and keep said system in proper repair, so that the premises herein leased may be reasonably and properly heated and ventilated for the purpose that said premises are to be used as hereinabove provided. First party agrees to assume all responsibility, charge and cost for the full and proper operation of the heating and ventilating plant and apparatus, provided for said building, and cold and hot water supply respectively for all toilets, drinking fountains, wash stands, sinks, etc., throughout same, including the premises herein leased. For the operating of said plant first party agrees to supply an honest and competent operator and engineer and fireman therefor at its own cost and expense. Electricity for the operation of both ventilating fans to be furnished by second party.

[fol. 5957] (d) First party grants to second party the right, at second party's option, but upon not less than three month's prior written notice by second party to first party, to renew this lease for an additional and further term, providing terms may be agreed upon, of one year from and after the expiration of the initial term thereof.

In consideration of said demise, second party doth covenant and agree with first party as follows:

1. To pay as rent for said demised premises the sum of Three Thousand Six Hundred Dollars, ($3,600.00) per year, said rental to be paid in equal monthly installments of Three Hundred Dollars, ($300.00) each, in advance, on or before the 10th of each and every month.

2. Second party admits full knowledge of the conditions of said premises and all property included in this lease, and accepts same in workable condition, and agrees to take good care of said premises and property, including all plumbing, sewers, and apparatus therein, and will keep same in good order and in proper condition, at his own expense, and will yield up said premises, property and apparatus to first party upon the termination of this lease in any way in as good and tenantable condition reasonable wear and tear, and damage by fire, excepted, as the same now are.

3. First party shall not be liable for any damage occasioned by failure to keep said premises in repair, or for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or from sewerage, falling plaster, or the bursting, leaking or running of any water pipe, waste pipe or sewer, in or about any of said building or premises, nor for damages occasioned by water, snow, etc., coming through the roof, ventilator, or any other opening or part of the said building, nor for any damage arising from acts or neglect of other occupants of the same building or of the owners or occupants of adjacent property.

4. Second party agrees to pay in addition to the rent above specified, all costs and charges for electricity used and consumed in said demised premises, together with all electricity used to operate all exterior theatre exit lights.

5. Second party agrees to keep all of said demised premises and the property included in this lease, clean and neat and in first class order, repair and condition during the entire term hereof; and further agrees that he will not permit the operation of the theater included in said premises to be suspended or shut down for a period aggregating more than ten (10) days in any calendar months, (excepting during the months of July and August of each calendar year), without the special consent of first party. And second party further agrees that he will operate said theater

at least forty four (44) weeks in each year, and that he will not use or permit the use of said premises for any purpose, performance or exhibition which is immoral or obscene, or may have any tendency to corrupt the characters of persons attending same or that may have any tendency to break down good government and teachings and principles generally understood to be in accordance with the Christian religion.

6. Second party agrees that in the use of said premises and the operation of said theater, he will fully comply with, observe and obey all laws, ordinances, rules, regulations and requirements of all proper and lawful authorities in any way affecting said premises or the use thereof, or this lease; that said premises will not be used or occupied for any unlawful purpose and that no intoxicating liquor of any kind or description shall be kept, used or sold on said premises during said term.

7. That he will not make any alteration or change in the building or the apparatus and equipment without the special written consent of the first party and its approval of a plan and specifications therefor. Second party further agrees that this lease shall not be assigned or transferred, voluntarily or involuntarily, nor shall said premises or any part thereof be under-let without the special written consent of first party first had and obtained. Provided, however, that this shall not apply to permitting said theater to be used for entertainments, etc., where the theater remains at all times under the control of second party. Second party further agrees that first party or its agents may enter upon said premises or any part, at any and all reasonable times to examine the conditions of the same and to make any repairs or improvements, changes or alterations that first party may deem expedient.

[fol. 5958] 8. Should said second party abandon or vacate said premises, or in the event second party should become bankrupt, insolvent, or make an assignment for the benefit of creditors, first party may immediately declare this lease terminated and the premises may be relet by first party upon such terms as said first party may see fit. And if a sufficient sum is not thus realized to satisfy the rent herein reserved and provided, second party agrees to satisfy and pay all deficiences, and agrees to post an approved bond in the sum of Three Thousand Six Hundred Dollars, ($3,600.00) as such guaranty.

9. Second party agrees that at the termination of this lease by lapse of time or otherwise, to yield up immediate possession to first party.

10. Second party agrees to pay all expenses incident to the maintenance and operation of the theater hereinabove mentioned and agrees to keep the equipment, fixtures, furniture and furnishings included in this lease in good order and condition and adequately insured against loss by fire.

11. Second party agrees to protect first party and the owner of the premises herein demised, as well as second party himself, from liability by providing and carrying at his own cost and expense, public liability insurance, applying to said premises and the use thereof in the sum not less than Ten Thousand Dollars, ($10,000.00) liability for injury to one person and Twenty Thousand Dollars, $20,000.00) for injury to two or more persons.

It is further agreed by and between the parties:

Nothing in this lease shall be deemed to prevent full and proper use of said building and the part thereof included in this demise by the general public of Knox County, Ohio, and especially the military organizations thereof, and nothing herein shall be deemed to prevent or preclude the control, management and supervision of the Knox County Memorial Building and grounds including the premises herein demised, under such rules and regulations as first party may from time to time adopt, subject to the approval of the Court of Common Pleas of said County.

Second party shall provide, free of charge or expense, and without any right to claim any credit upon the rental price to be paid for said premises, the use of said theater during the daytime of each of holidays known as Memorial Day, usually observed on May 30th, and Independence day, usually observed July 4th, and also during the whole of Armistice Day usually observed November 11th. during each year of the term of this lease, for the use of the public generally and especially organizations composed of former soldiers of said county, or honoring the memory of such soldiers. And such use shall include light, heat, stage scenery in stock, apparatus and accessories, excepting motion pictures machine and screens, and motion picture sound apparatus, together with the services of proper persons qualified to operate a stage, equipment and lighting.

[fol. 5959] Second Party agrees to grant the use of said theatre to Knox County citizens, residents and organizations for any and all proper and lawful meetings, entertainments and assemblies, not contrary to the provisions of this lease or disapproved by first party at a reasonable charge not to exceed the rates hereinafter stated, and when and if the request for such use is given to second party such reasonable length of time prior to the date desired as will permit second party to cancel without loss any other booking or engagement for the use of said theater at the said date or dates desired. In case of any disagreement between second party and any such person desiring the use of said theater in respect to the reasonableness of the notice of the date desired, the amount of the charge for such use made by second party, or the purpose for which such use is desired, it is agreed that first party shall be the arbitrator in respect to such dispute and second party agrees to abide by the decision of said first party. Second party agrees that his maximum charge for such use of said theater, including light, heat and the services of the persons necessary to operate said theater, shall be as follows:

$20.00 for any day used in the operation of said theater. Where the services of additional persons are required, such as stage hands, musicians, ushers, box office attendant, etc., an additional charge may be made by second party to cover the actual cost of supplying such additional help.

Nothing herein, however, shall be deemed to prevent second party from supplying the use of said theater at a less charge or cost than the rate hereinabove mentioned at the option and discretion of said second party, and nothing herein shall be deemed to prevent first party from assuming all or any part of any such charge made for the use of said theater, in which case the amount of such charge so assumed by said first party shall be credited upon the next rental payment to be made hereunder by second party to first party.

It is expressly understood and agreed that the demise herein contained is subject and subordinate to a prior lease and agreement, given and granted by said first party, as lessor, to Mt. Vernon Community Music Club, as lessee, covering said premises, for the several periods hereinafter mentioned to be designated by the optional selection of said Club. For the purpose therefore, of protecting the rights of the parties under said prior lease, said first party herein

reserves from the demise of the premises and property herein described any or all of three days, of twenty four hours each, during each year of the initial term hereof and each year of any extension of said term, up to a total of five (5) years from October 31, 1939, for the use of said Mt. Vernon Community Music Club. Said periods, not to exceed an aggregate of three days in each of said years, shall be at the option of said Club, and shall consist of any such day, or days, as may be selected and designated by said Club, in each instance by not less than thirty days prior notice to first party and by similar notice by first party to second party. During said periods the demise herein granted shall be deemed suspended and not in effect, and said prior lease to said Club shall be treated and considered as in effect. At the end of each such period the demise granted by this instrument shall be resumed and again become immediately effective. For each day that the demise herein granted may be suspended by the exercise of the optional rights granted said Club by said prior lease, said second party shall be entitled to receive a rental of Twenty Dollars ($20.00) which shall be collected by the second party.

It is also understood and agreed that if by reason of this lease first party is required to pay taxes on the premises and property herein demised, then, and in such event, if such tax liability may be thus avoided, or unless such liability is assumed by second party, this lease may be terminated by first party at its option upon reasonable notice to second party, but in such case, said premises and property shall not be leased to any one else during the unexpired part of the initial term hereof and/or the option extension thereof herein granted, for the purpose of carrying on a similar, or approximately similar, business by such new lessee as that proposed to be carried on by second party hereunder, without first offering said premises and property to second party under a lease containing similar terms as offered to such new lessee.

[fol. 5960] Should said premises be rendered untenantable by fire or other casualty, no rent shall be charged during the time they shall be necessarily unoccupied by reason thereof, and thereupon first party may at its option, interminate this lease, or repair said premises within sixty days, and failing to do so, or upon the destruction of said premises by fire or other casualty, the term hereby created shall cease and determine.

It is understood and agreed that the rental price herein provided to be paid by second party to first party is based upon the understanding that second party may use said theater for the exhibition of motion pictures on Sunday, except in the forenoon. It is therefore further agreed that in the event that any time during the initial term, or any extension of the term of this lease, said second party should be prevented from so using said theater on Sundays, except in the forenoon, by reason of the order of a Court, or any public officer having authority, or by the enactment of any law or laws prohibiting such use, then, thereupon and thereafter the rental price herein provided and agreed to be paid by second party to first party shall be reduced by an amount fairly and reasonably equal to the average amount of net profit theretofore derived by second party from the use of said theater on Sundays, except in the forenoon. In case the parties hereto are unable to agree upon the amount of reduction to be applied to the rental sum to be thereafter paid by second party to first party shall be reduced by an amount fairly and reasonably equal to the average amount of net profit theretofore derived by second party from the use of said theater on Sundays, except in the forenoon. In case the parties hereto are unable to agree upon the amount of reduction to be applied to the rental sum to be thereafter paid by second party to first party shall be reduced by an amount fairly and reasonably equal to the average amount of net profit theretofore derived by second party from the use of said theater on Sundays, except in the forenoon. In case the parties hereto are unable to agree upon the amount of reduction to be applied to the rental sum to be thereafter paid by second party to first party on account of the termination of the right to use said theater in said manner on Sundays, except in the forenoon, the fixing of the amount of said reduction shall be determined by arbitration in the usual manner; each party to select one capable disinterested arbitrator, and if the two so selected shall not be able to agree, they shall select a third arbitrator, and the decision of a majority of said arbitrators shall be binding upon the parties hereto.

It is expressly agreed, between the parties hereto, and these presents are upon condition, that if said rent, or any part thereof, shall at any time be in arrears or unpaid, whether formally demanded or not, or if said second party shall at any time fail or neglect to perform or observe any

of the covenants or agreements herein contained, upon his part to be performed or observed, then and in such case it shall, at the option of the said first party, work a forfeiture of all the rights and privileges of said second party in this lease, and entitle the said first party or any person or persons, authorized by it in that behalf, privilege and license therefor being hereby given and granted, without any formal notice being given, to enter into and upon said premises, or any part thereof, either with or without process of law, and the said party of the second part, or any person or persons occupying the same, together with its, his or their goods and effects, to expel, remove and put out, using such force as may be necessary so to do, and the said premises to again repossess and enjoy, as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or proceeding break of covenants.

It is further agreed by the parties hereto, that after the service of notice, or the commencement of a suit, or after final judgment for possession of said premises, the first party may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said notice or said judgment.

The party of the second part further covenants and agrees to pay and discharge all reasonable costs and expenses that shall be made and incurred by the party of the first part in enforcing the covenants and agreements of this lease; and all the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective successors, heirs, executors, administrators and assigns.

[fol. 5961] Witness the hands of the parties hereto, in duplicate, the day and year first above written.

Board of Trustees of the Memorial Building of Knox County, Ohio

Lawrence E. Sperry
E. H. Johnson
R. M. Lamb
First Party

E. W. Long
Second Party

Signed and acknowledged in the presence of:

William L. Howell
W. Thurman Todd

STATE OF OHIO,
Knox County, ss:

On this . . . day of December, in the year 1939, before the undersigned, a Notary Public in and for said County, personally came the Board of Trustees of the Memorial Building of Knox County, Ohio, Rex Lamb, Lawrence Sperry and E. H. Johnson and E. W. Long, the parties to the within lease and acknowledge the signing thereof to be their voluntary act and deed.

Witness my official seal and signature on the day last above written. W. Thurman Todd, Notary Public in and for Knox County, Ohio

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[fol. 5962] EXHIBIT P-9

Stage and Screen Attractions.
Emerson W. Long & Son, Mgrs.

MEMORIAL THEATRE
The House of Perfect Sound

Mt. Vernon, Ohio, September 30, 1940.

Mr. Lawrence Speery, Sec., Board of Memorial Trustees, Mt. Vernon, O.

DEAR SIR:

In compliance with clause (d) in present lease, of the Memorial theater, dated (blank day) of December, 1939, hereby give notice covering the option to renew same, for another period as provided for and to meet with the board to discuss terms and any other matters in connection with a new proposition.

Respectfully submitted, Emerson W. Long.

[fol. 5963] EXHIBIT P-10

Home Office, Cleveland

Mr. Rube Jackter. Mr. H. C. Bissell.

February 26, 1935.

MY DEAR RUBE:

Attached herewith you will find contract covering the 1934-35 product for the Memorial Theatre, Mt. Vernon, Ohio, which is opposition to Schine.

In Mr. McConville's letter he states he dislikes to sell this account against Schine and then later perhaps be forced to go back to Schine for business in Mt. Vernon. The only thing I can say is that Mr. Long, the exhibitor who has the Memorial Theatre, has been in business in Cadiz for a number of years and has a very good reputation, not only in picture business but also as a respected citizen of Cadiz, and he owns quite a lot of property. You will note that the contract is not signed as a corporation but by E. W. Long and & Son by Mr. Long. I think he will stay in business in Mt. Vernon as he has leased the theatre from the township, and due to the fact of his good reputation he was able to get the house away from a number of other people who were trying to get a lease.

I believe the deal to be a very good one, and I think if you will check up you will find in dollars and cents it is by far more than we received from Schine last year in both of his towns in the Cleveland territory, which are Mt. Vernon and Wooster. Mr. Long has already given us several dates and has plenty of playing time, and I believe this will be a forerunner of a lot of pleasant business relations in this particular situation.

It was impossible to sell him any of the pictures Schine shelved last year but I believe as we go along we will be able to spot book quite a few of these subjects in. You will note we are protected with preferred playing time on the ten big pictures and we were able to get the same price on the Robinson picture as we did on the Capras. He would not consider the Jones Re-Issues as he does not want to take a chance, and for that reason he would not consider second run on It Happened One Night or Lady for a Day.

I would appreciate a wire of approval on this contract as he has given us some early dates. If we had taken the deal when it was originally submitted, Mr. Long would have been up to date on his contract, but, unfortunately we had to hold the deal up on account of Schine.

Kindest personal regards.

Sincerely yours, ——, Branch Manager.

HCB:GC.
cc Mr. McConville.

[fol. 5964] EXHIBIT P-11

Columbia Pictures Corporation
729 Seventh Avenue, New York City

Feb. 21st, 1935.

Mr. H. C. Bissell, Columbia Pictures Corporation, Cleveland, Ohio.

DEAR BISS:

With reference to Mt. Vernon, Ohio, due to the fact that we do not seem to be able to get any kind of satisfactory settlement of our difficulties with Schine, believe it advisable for you to sell this situation to the opposition independent account, provided you still believe this independent account is substantial.

I dislike very much to sell this account against Schine and then a little later on be forced to go back to Schine for business in Mt. Vernon. I know that you cannot personally guarantee that the exhibitor will stay in business, but I do want you to give it very careful study and consideration, and make sure, insofar as you possibly can, that it is worth while to take this account, and that within reason you feel sure he will be able to stay in business and continue as a permanent account with us. At least, for the play-off of the entire contract which you will negotiate at this time.

With kind regards.

Sincerely yours, Columbia Pictures Corporation, Jos. A. McConville.

JAM:FLM.

[fol. 5965] EXHIBIT P-12

United Artists Corporation

Inter Office Letter

From: (Office) Cleveland, (Dept.) Sales, (Name) A. M. Goodman.

To (Office) Home Office, (Dept.) Sales, (Name) Paul N. Lazarus.

Date Feb. 8th, 1937.

DEAR PAUL:

I know you are thoroughly acquainted with the matter regarding the deal for first and second runs, Memorial Theatre, Mt. Vernon, Ohio.

As I previously advised, the exhibitor did not want any second run pictures but as he is in desperate need of first run product, we naturally used the first run English pictures we had to sell as the club in securing a very fine deal for our entire product, second run, and obtained exceptional prices for the few English pictures, first run.

After you informed me that you could not act on the first run contracts because Schine might pick up these English pictures later on, I had occasion to talk to Charlie Stern in Pittsburgh about this situation. I explained to him that Schine needs these English pictures like he needs a boil on his neck since he has more product than playing time for the Vine Theatre and is only open one day a week at the Lyric. I, further, pointed out to him that in all likelihood, with the exception of one picture, most of these English productions will be booked to play the Lyric, where we would get a couple apples or a button, whereas I submitted contracts at real money for the Memorial.

Charlie, naturally appreciated that it was to our advantage to give these few English pictures to the Memorial in view of the money secured as well as the revenue involved in the second run contracts, which we could not secure without giving the exhibitor these few English pictures, first run.

Subsequently, Bill Barron had occasion to talk to George Lynch, and George told him that you had contacted him and he was agreeable to the Memorial having these English pictures. However, later on someone contacted Meyer Schine and Schine for the time being would not give up these pictures.

I would appreciate your again taking this matter up with Charlie Stern and advise me if he had since contacted Meyer Schine and whether he was able to get his consent to our selling these English pictures to the Memorial Theatre.

As it now stands, we have no contracts either for second run in Mt. Vernon or first run on the English pictures in question, and the amount involved is somewheres in the [fol. 5966] neighborhood of $1600, which I am loath to lose, particularly in view of the fact that the few English pictures are of no value to Schine and the sale of them plus the second run means a great deal to the Cleveland Exchange.

Would appreciate hearing from you at your earliest convenience.

AMG/rw.
CC Mr. Stearn.

[fol. 5967] EXHIBIT P-13

Copy

From T. Dillard Jr.
To F. D. Drew.
Subject: Memorial Theatre-Mt. Vernon, Ohio. Emerson W. Long.
Date: April 7, 1938.

DEAR MR. DREW:

I have just received a letter from the Department of Justice with respect to the complaint of Emerson W. Long of the Memorial Theatre in Mt. Vernon, Ohio from which it appears that Mr. Long is unable to buy sufficient product, and that Schine is overbought.

With respect to each of the seasons 1936-37 and 1937-38, I would like the following information:

I. (a) Who bought first run.
(b) For exhibition in what theatres.
(c) Number of pictures bought.
(d) Number of pictures played.
(e) Number of pictures cancelled.
(f) Average film rental paid for first run.
(g) Clearance over second run.

II. (a) Same information with respect to second run as itemized under I.

With respect to the 1937-38 product, I would like the above information but in addition thereto, a list of every picture so far released, the date of availability for first run, the first run play date, availability for second run and second run play date. I would also like to have the average second run film rental on all product played to date.

I would also like to know the reasons why your second run licensee was changed beginning with the 1937-38 season.

Kindest regards.

(Signed) Tyree Dillard, Jr.

[fol. 5968] EXHIBIT P-17

Ohio Theatre,
Van Wert, Ohio,
July 23, 1935.

Mr. Goodman, United Artist Corp., 1611 E. 21st St., Cleveland, Ohio.

DEAR MR. GOODMAN:

I have been reading your announcements of your 1935-1936 product in the trade papers.

Don't forget me. Will you send Mr. Levin down? Or shall I come in and see you about the product?

Awaiting your answer,

I remain, Carl B. Moore.

[fol. 5969] EXHIBIT P-18

July 24th, 1935.

Mr. C. B. Moore, Ohio Theatre, Van Wert, Ohio.

DEAR MR. MOORE:

This is acknowledging your letter dated July 23rd.

While we have returned from the Convention in Los Angeles, we are still awaiting selling instructions from our Home Office, and as soon as same are set, Mr. Levin will see you, which will be sometime in the near future.

Kindest regards.

Yours very truly, United Artists Corporation, ——
——, Branch Sales Manager.

AMG/rw.

[fol. 5970] EXHIBIT P-20

November 25th, 1938.

Schine Lexington Corporation, Gloversville, N. Y.

GENTLEMEN:

The following is our agreement:

1. The undersigned, G. C. Scott and L. B. Scott, are the owners of a lease on a theatre to be erected in Corbin, Kentucky, between the said G. C. Scott and L. B. Scott as tenants

and Hiram Owens as landlord. The said theatre will be a modern 800 seat theatre, air conditioned. The theatre is to be equipped by the tenant. The lease is a ten year lease at a rental of $300.00 per month. The landlord is to pay the taxes and insurance.

2. The undersigned, G. C. Scott, is the owner of a lease upon the Margie Grand Theatre, Harlan, Kentucky, which lease has approximately three and one-half years to run, at a monthly rental of $862.50 per month for the entire building. The commercial rentals derived from the said building are approximately $200.00 per month. The said theatre has approximately 690 seats and is fully equipped. The equipment is owned by the landlord except the sound equipment, which is owned by the tenant subject only to service charges.

[fol. 5971] 3. The undersigned, G. C. Scott, is the owner of a lease on the Liberty Theatre, Pikeville, Kentucky, which lease has approximately five years to run, at a monthly rental of $230.00. The equipment in said theatre building is owned by the landlord, except the sound equipment, which is owned by the tenant subject only to service charges.

The undersigned, G. C. Scott and L. B. Scott hereby agree to assign to you the lease upon the said proposed theatre at Corbin, Kentucky, such assignment to be effected on a date designated by you, within thirty days from the date hereof, and you agree to pay for such assignment the sum of $2500.00.

In consideration of the foregoing the undersigned, G. C. Scott, hereby employs and engages you to negotiate and purchase motion pictures and other attractions for the Margie Grand Theatre and the Liberty Theatre, and generally supervise the operations of the said theatres for a term of five years from and after the date hereof. You hereby accept such employment and agree to use your best efforts in and about the same. As compensation for your services in such connection you are to receive five per cent (5%) of the gross receipts of said theatres payable weekly.

In consideration of the foregoing, the undersigned, G. C. Scott, hereby grants you a good and irrevocable option [fol. 5972] for a period of six months from and after the date hereof, to acquire a one-half interest in the said Margie

Grand Theatre and the said Liberty Theatre, for the sum of Twenty-five Thousand Dollars ($25,000.00).

Such option may be exercised by you at any time within six months from the date hereof, by mailing ten days' written notice to G. C. Scott, addressed as follows:

"G. C. Scott, Margie Grand Theatre, Harlan, Kentucky."

stating that you elect to exercise such option.

If you elect to exercise such option, it is understood and agreed that we will jointly cause to be organized a Kentucky corporation, to which the leases of the Margie Grand Theatre and the Liberty Theatre will be transferred. Such leases will be transferred free and clear of any encumbrances. The stock of said corporation shall be owned fifty per cent (50%) by you and fifty per cent (50%) by G. C. Scott.

It is expressly understood and agreed that prior to the expiration of said option you will audit the books and records of the Margie Grand Theatre and the Liberty Theatre, and the undersigned, G. C. Scott, will afford you access to such books and records. If, as a result of such audit, it shall be determined that the combined profits of the two said theatres for the years 1938, 1937 and 1936 have [fol. 5973] averaged not less than Fifteen Thousand Dollars ($15,000.) per year, and that the combined profits of the two said theatres for the year 1938 shall have been at least Fifteen Thousand Dollars ($15,000.), then and in that event you shall be obligated to exercise the said option and to pay for the said fifty per cent (50%) interest the sum of Twenty-five Thousand Dollars ($25,000.) as above stated.

As indication of your understanding of and agreement with the foregoing, please execute a duplicate original of this letter, which will constitute this a binding agreement between us.

Very truly yours, G. C. Scott [L. S.], L. B. Scott [L. S.].

Accepted and agreed: Schine Lexington Corporation, by Willard S. McKay [L. S.], Vice Pres.

[fol. 5974] EXHIBIT P-21

Dec. 2nd, 1938.

Mr. G. C. Scott, Pikeville, Kentucky.

DEAR MR. SCOTT:

Confirming our conversation and agreement, this is to advise that we understand, as you have fully detailed to us, that the present lease on the Liberty Theatre in Pikeville, Kentucky, is now in litigation in the Circuit Court of your county.

This is to further advise that we will refund to you the Five Hundred Dollars ($500.00) which you have already paid to Mr. Hiram Owen, of Barbourville, Kentucky, on part payment on his contract to erect and construct a theatre building for you in the City of Corbin, Kentucky.

This is further to confirm our agreement that any additional theatres which you and Schine, or either of whom, may hereafter acquire in Pikeville or Harlan, Kentucky, shall be owned by a corporation in which you own fifty per cent of the outstanding capital stock and Schine owns fifty per cent of the outstanding capital stock.

Very truly, Louis Lazar, for Schine.

[fol. 5975] This Assignment made the 2nd day of Dec., 1938, by G. C. Scott of Pikeville, Kentucky, and L. B. Scott, of Harlan, Kentucky, (herein called the Assignors), to Corbin Theatre Company (herein called the Assignee),

Witnesseth

Whereas, Hiram H. Owens and Georgia B. Owens, of Barbourville, Kentucky, heretofore made, executed and delivered to the Assignors a certain contract of lease dated the 24th day of October, 1938, and recorded in the Harlan County Court Clerk's Office in Book 7 of Miscellaneous Instruments, at page 632, providing for the leasing of a motion picture theatre to be constructed on the premises situate on Main Street, between First and Second Streets, in the City of Corbin, Whitley County, Kentucky, as therein more particulary described, and subject to the rents, terms, covenants and conditions therein contained, and

Whereas, the Assignors represent that they have not defaulted in the performance of any of the terms, covenants and conditions in said contract of lease contained, and

Whereas, the term of said lease is for a period of ten (10) years from and after the date when said theatre shall be completed and ready for occupancy.

Now, therefore, in consideration of the sum of Two Thousand, Five Hundred Dollars ($2,500) to be paid to the Assignors by the Assignee, on or before January 10, 1939, the Assignors hereby assign, transfer, convey and set over unto the Assignee all of their right, title and interest to and in the said contract of lease, including any payments made by the Assignors thereunder, together with the prem-[fol. 5976] ises therein described, with the appurtenances.

To have and to hold the same unto the Assignee, its successors and assigns, from and after said date of payment, for all of the term mentioned in the said lease, and subject to the rents, terms, covenants, provisions and conditions therein set forth.

And the Assignors hereby covenant that the said lease and the assigned premises are free from encumbrances, and that they have good right to assign the same.

In Witness Whereof, the Assignors have hereunto set their hands and seals the day and year first above written.

G. C. Scott (L. S.), L. B. Scott (L. S.)

State of Kentucky,
County of Harlan, (Sct):

I, Elwood Hart, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day personally appeared before me in my said county G. C. Scott and L. B. Scott, who acknowledged and delivered the foregoing instrument with Corbin Theatre Company to be their voluntary act and deed.

My commission expires on the 29 day of June 1939.

Given under my hand and seal of office this 2nd day of December 1938.

Elwood Hart, Notary Public, Harlan County, Ky.
My Commission expires June 29, 1939.

[fol. 5977] EXHIBIT P-25

Agreement made this 30th day of November, 1938, by and between G. C. Scott of Pikeville, Kentucky, and L. L.-G. C. S., of Harlan, Kentucky, herein together called the Operators, parties of the first part, and Schine Lexington Corporation, herein called Schine, party of the second part,

Witnesseth

Whereas, the Operators are the lessees of certain theatres in Harlan and Pikeville, Kentucky, and

Whereas, Schine is engaged, through subsidiary and affiliated corporation, in the supervision and management of the operations of motion picture theatres in the State of Kentucky, and has an organization and facilities adapted thereto, and

Whereas, the Operators desire to avail themselves of said organization and facilities, and have requested Schine to undertake the general management and supervision of the operations of the said theatres now leased, or hereafter acquired, by the Operators, and Schine has agreed to undertake the same, in consideration of the payments to be made to it hereunder, and of the granting to it of an option to purchase a half interest in the leases of said theatres as hereinafter provided,

Now, Therefore, in consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

I. The Operators covenant, represent and warrant as follows:

a) That they are the owners of a good, valid and subsisting lease on the building, including the theatre contained therein, known as the Margie Grand Theatre, Harlan, Kentucky, having a seating capacity of approximately six hundred and ninety (690) seats; that the term of said lease [fol. 5978] has approximately three and one-half (3½) years to run; and that the monthly rental for said theatre building is Eight Hundred Sixty-two Dollars and Fifty Cents ($862.50) per month, and that the commercial rental therefrom is approximately Two Hundred Dollars ($200.00) per month. That the said theatre is fully equipped for operation as a motion picture theatre, duly licensed by

all necessary authorities to operate as such, and that the equipment is owned by the Landlord, except for the sound equipment, which is owned by the Tenant, subject only to service charges.

b) That they are the owners of a good, valid and subsisting lease on the theatre known as the Liberty Theatre, Pikeville, Kentucky, having a seating capacity of approximately 700 seats; that the term of said lease has approximately five (5) years to run, and that the monthly rental for said theatre is Two Hundred and Thirty Dollars ($230.00) per month. That the said theatre is fully equipped for operation as a motion picture theatre, duly licensed by all necessary authorities to operate as such, and that the equipment is owned by the Landlord, except for the sound equipment, which is owned by the Tenant, subject only to service charges.

2. The Operators do hereby engage and employ Schine to have complete general management and supervision of the operations of the theatres now leased, or hereafter acquired, by the Operators, for a period of five (5) years commencing as of November 25, 1938, and Schine agrees to act as such, and to render the following services for the Operators in connection therewith.

a) Selecting, purchasing and booking all motion pictures and other attractions and entertainment for said theatres.

b) Determining the operating and entertainment policy of said theatres.

[fol. 5979] c) Auditing and supervising the accounts and records relating to the operations of said theatres, for which purpose Schine shall keep and maintain a complete and accurate set of books and records, showing all receipts and other income, and expenses and disbursements with respect thereto, which shall be open at all times for inspection by the Operators.

3. The Operators agree to pay to Schine, as compensation for its services hereunder, five per cent (5%) of the gross receipts of said theatres, which sum shall be payable each week out of said gross receipts, and the Operators agree to send to Schine, each day addressed to it in care of Schine Circuit, Inc., 40 North Main Street, Gloversville, New York, true, complete and accurate daily statements

showing the receipts from all sources from said theatres, and, in addition, to send to Schine weekly and monthly reports showing all receipts, income, expenses and disbursements in connection with the operations of said theatres.

4. Schine agrees, at all times, to use its best efforts to perform its duties hereunder in a painstaking, careful and businesslike manner and for the best interests and welfare of the Operators.

5. It is agreed that for the purpose of carrying out its duties hereunder, Schine may engage the services of any person, firm or corporation subsidiary to or affiliated with it, or may assign this contract thereto, provided, however, that such employment or assignment shall not relieve Schine of its ultimate responsibility hereunder.

6. In consideration of the agreement of Schine as hereinabove set forth, and of the sum of One Dollar ($1.00) and other good and valuable consideration paid to the Operators by Schine, the receipt whereof is hereby acknowledged, the Operators do hereby grant to Schine a good, valid and irrevocable option, at any time within six months from and [fol. 5980] after the date hereof, to acquire a one-half interest in said leases covering the said Margie Grand Theatre Building, Harlan, Kentucky, and the said Liberty Theatre, Pikeville, Kentucky, for the sum of Twenty-five Thousand Dollars ($25,000).

The said option may be exercised by Schine by giving ten (10) days written notice, at any time within six months from the date hereof, to the Operators, addressed to them in case of G. C. Scott, Margie Grand Theatre, Harlan, Kentucky, of its intention to exercise the same. Immediately upon the exercise of said option, by Schine, the parties hereto shall jointly cause to be organized a Kentucky corporation, and the Operators agree, immediately upon the formation of said corporation, to assign and transfer thereto all of their right, title and interest in and to said leases, and in and to the personal property and equipment owned by them and contained in said theatres, free and clear of all encumbrances, the stock of said corporation to be issued to and owned fifty per cent (50%) by G. C. Scott and fifty per cent (50%) by Schine, or its nominee. The articles of incorporation, by-laws, minutes, and all corporate proceedings with respect to said corporation, including the

issuance of its stock and the election of its officers and directors shall be subject to the approval of counsel for Schine.

It is further expressly understood and agreed that Schine shall, at any time after the date hereof, and prior to the expiration of said option, have the right to examine and audit all of the books and records of the Operators, with respect to said theatres, and the Operators agree that the representative or representatives of Schine shall have access to said books and records and may inspect the same at any time for the purpose of making a complete examination and audit thereof. In the event that such examination and audit shall disclose that the combined net profits of the two said theatres for the years 1936, 1937 and 1938 [fol. 5981] have averaged not less than Fifteen Thousand Dollars ($15,000) per year, and that the combined net profit of said theatres for the year 1938 shall have been at least Fifteen Thousand Dollars, then Schine agrees to exercise said option and to acquire a half interest in said theatres, for the sum of Twenty-five Thousand Dollars ($25,000).

7. This agreement and option shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the parties hereto have caused these presents to be executed under seal the day and year first above written.

G. C. Scott (L.S.), —— —— (L.S.).

Witness: Lew Hensler.

Schine Lexington Corporation, by Louis Lazar, Asst. Treas. (Seal.)

Witness: L. B. Scott.

STATE OF KENTUCKY,
County of Harlan, (Sct):

I, Elwood Hart, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day personally appeared before me in my said county G. C. Scott and L. L.-G. C. S., who acknowledged and delivered

the foregoing instrument with Schine Lexington Corporation to be their voluntary act and deed.

My commission expires on the 29 day of June, 1939.

[fol. 5982] Given under my hand and seal of office this 2nd day of December, 1938.

Elwood Hart, Notary Public. (Seal.)

STATE OF KENTUCKY,
County of Harlan, (Sct):

I, Elwood Hart, a Notary Public in and for the County and State aforesaid, do hereby certify that on this day the foregoing instrument of writing was produced to me in my said County by Louis Lazar, Ass't. Treasurer of Schine Lexington Corporation, and was acknowledged by the said Louis Lazar of Schine Lexington Corporation to be the act and deed of the Schine Lexington Corporation and his own act and deed as the Ass't. Treasurer of said Corporation.

My commission expires on the 29 day of June, 1939.

Given under my hand and seal of office this 2nd day of December, 1938.

Elwood Hart, Notary Public. (Seal.)

(Here follows 1 Photolithograph, side folio 5983)

FORM 1-[illegible]
PRINTED IN U.S.A.

EXHIBIT P-39

17
BRANCH COPY

Universal Film Exchanges, Inc.

CANCELLATION OR ALTERATION OF CONTRACT

BRANCH M Cincinnati Ohio

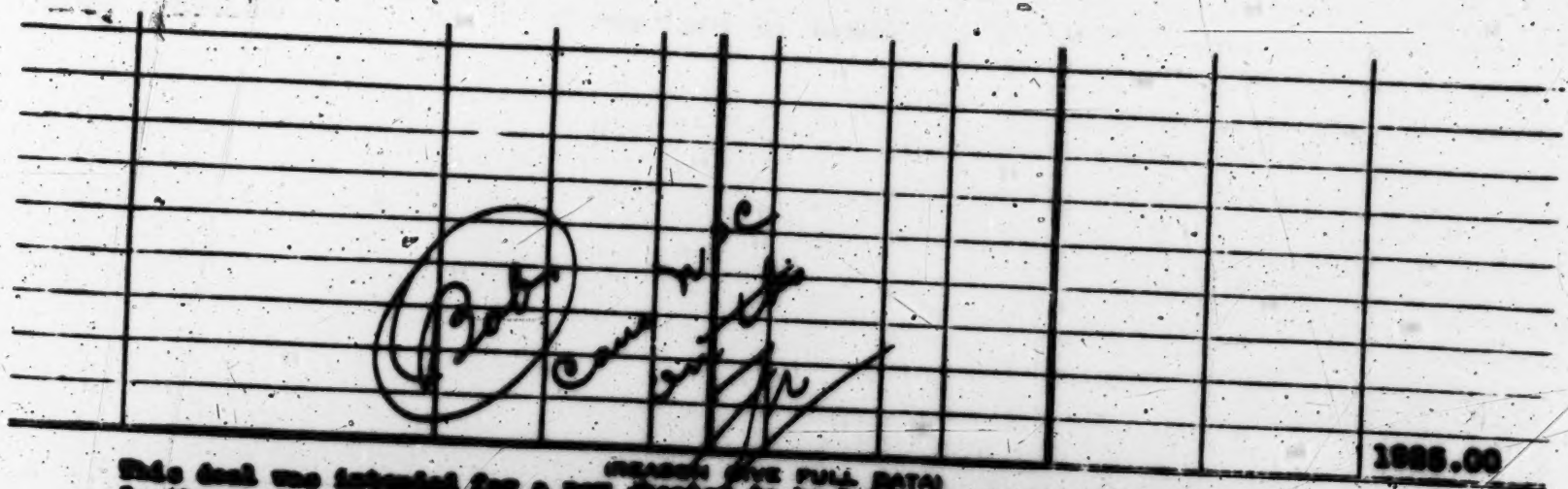
DATE 12/15/38.

Jn 1/17/39

THEATRE	TOWN-STATE	EXHIBITOR	POP.	SALESMAN	ZONE
Rory	Corbin Ky	G.C.Scott.	8000	Comersall	4

PRCT. 1st TIME

PROD. NO.	TITLE OR SERIES	PLAY DATE	CONTRACT NUMBER	NO. PICT.	PRESENT CONTRACT PRICE PER UNIT: DAYS	PRESENT CONTRACT PRICE PER UNIT: PRICE	NEW PRICE SUBMITTED PER UNIT: DAYS	NEW PRICE SUBMITTED PER UNIT: PRICE	NET CHANGE: INCREASE	NET CHANGE: DECREASE	OUTRIGHT CANCELLATION
3041	Bark Rapture		386	1	2	35%					35%
[illegible]	Selective Features		386	8	2	75.00		25%			600.00
[illegible]	" "		386	8	2	50.00					400.00
[illegible]	" "		386	8	2	30.00					240.00
[illegible]	" "		386	8	2	20.00					160.00
[illegible]	" "		386	8	2	15.00					120.00
[illegible]	Frank-Drag.		386	2	2	35%					35%
[illegible]	Bakers		386	6	2	20.00					120.00
[illegible]	Maynards		386	6	2	15.00					90.00
[illegible]	Montones		386	13	2	5.00					65.00
[illegible]	Cartoons		386	26	2	2.50					65.00
[illegible]	Go Places		386	13	2	2.50					32.50
[illegible]	Fiction		386	13	2	2.50					32.50



Bob
Come w/c
with
[illegible]

1985.00

(REASON GIVE FULL DATA)

This deal was intended for a new theater to be built in Corbin by Mr. Scott.
In the meantime, the [illegible] have acquired the Rapp & Ry Theaters and have made
a deal with Mr. Scott whereby the new theater will not be built.
Mr. Miller negotiated a new contract with Schines, making it necessary to cancel
this contract with Mr. Scott.
Please approve

FOR HOME OFFICE USE

DR. MGR. APPROVAL

HOME OFFICE SALES MGR. APP.

EXCHANGE SALESMAN CODE

5983

3782A

[fol. 5984] EXHIBIT P-47

The Seneca Falls Savings Bank

Seneca Falls, N. Y.

April 28, 1936.

Richard DeToto, Seneca Theatre, Seneca Falls, N. Y.

DEAR DICK:

Your are hereby advised that we have deeded the Seneca Theatre property to The Schine Theatrical Company today, therefore, future rentals should be paid to their representative Clinton Young.

It has been a pleasure to do business with you and I trust that you will be able to materially improve your position in the movie game in the near future.

With best wishes to a successful career, I am

Very truly yours, C. F. Marsh, Treasurer.

CFM:MS.

[fol. 5985] EXHIBIT P-53

The Daily Messenger, Canandaigua, N. Y.

Tuesday, May 10, 1938.

Early Landmark to make way for another Theatre.

Famous Flannigan Block Sold to Seneca Theatres, Inc. Soon will be razed.

Among the major building operations scheduled for Canandaigua during the current season is one which will mark the passing of one of the best known land marks in this section of the state and the establishment here of another modern motion picture theatre.

Announcement was made today by William J. McFarlane, Manager of the Playhouse, that purchase of the Flannagan Block in South Main Street had been completed by the Seneca Theatres, Inc., a subsidy of the Schine Circuit which operates the playhouse.

[fol. 5986] EXHIBIT P-60

Option

I, George Angelas of Mansfield, Ohio, have entered into an agreement with one Amelia Troendle for the purchase of certain premises in the City of Norwalk, Huron County, Ohio, and described as follows:

> "Situated in the City of Norwalk, County of Huron and State of Ohio, and being the whole of in-lot Number Fifty (50), excepting a strip Fifteen (15) feet wide taken off the east side thereof to widen Prospect Street. The property is bounded on the north by Monroe Street, on the east by Prospect Street, the south by Main Street and on the west by in-lot Number One Hundred Ninety Eight (198)."

which transaction is about to be consummated, and I contemplate the construction of a building to be used for restaurant, store-rooms and theater purposes on said land, the location of store-rooms and restaurant and dimensions thereof to be determined by me. There will be provided, however, a proper and suitable entrance to the theater from Main Street and ample space and dimensions for a theater with a seating capacity of Nine Hundred (900) to One Thousand (1000) and proper stage facilities. And in consideration of One and no/100 Dollar ($1.00), in hand paid, the receipt of which is hereby acknowledged, I, George Angelas, hereby give and grant unto Schine Circuit, Inc., a corporation organized under the laws of New York, the exclusive right and option when, if and as I determine to construct said building on the above described premises, of leasing the portion of said premises provided by me for theater purposes. I will give written notice to the said Schine Circuit, Inc. of my intention to proceed with the development of said project and the construction of said building, the said Schine Circuit, Inc. is, within ten (10) days from such notice, to then definitely advise the exercise of this option and to enter into a definite arrangement for the construction of said building and the leasing of a portion thereof for theater purposes; and upon failure of said Schine Circuit, Inc. within said time to make definite arrangement and enter into a proper leasing arrangement, for the use of a portion of said premises for theater pur-

poses upon proper terms and conditions, then this option is fully terminated and has no further force and effect.

[fol. 5987] It is further understood as a term and condition of this option that upon notice of the exercise thereof by the said Schine Circuit, Inc. it will join with the undersigned in the prompt preparation and approval of plans and specifications and give proper assistance toward the construction of said building and the preparation thereof for occupancy as a theater at the earliest possible date.

It is further understood that said leasing arrangement shall be for a period of not less than twenty (20) years and that during said period, the said Schine Circuit, Inc. will at all times guarantee the prompt and full payment of all rentals for the use of said building, and at the time of the execution of said leasing arrangement satisfy me as to their financial ability so to do or furnish other satisfactory security for payment of all rentals.

Notice of exercise of this option must be given in writing to the undersigned by registered mail at his address, 195 Maple Street, Mansfield, Ohio.

In witness whereof, I hereto set my hand this 27th day of January, 1939.

George Angelas.

In the presence of: C. H. Henkel, Esther Dunham.

[fol. 5988] EXHIBIT P-63

August 23rd, 1935.

Mr. J. Myer Schine, Schine Theatrical Co., Inc., Gloversville, N. Y.

DEAR MYER:

This will confirm conference with Mr. Rodgers and myself in New York last Tuesday regarding Bucyrus, O.

In this situation, we are arranging to split the product with Mr. M. H. Bryer of the State Theatre who has been and is our present customer.

However, inasmuch as your new theatre will probably not be open until about the first of the year, have suggested to Mr. Drew that he work out the division of product with Mr. Bryer by having him take all of the releases up to Jan. 1st and thereafter a sufficient number to equal his one-

half of the product. Believe that this is the better way to arrange the split of the product rather than attempting to work out a split on paper because we do not know just what pictures will be released nor when.

Mr. Drew will see Mr. Bryer to work out the division along these lines within the next week or so.

With best wishes and kindest regards.

Sincerely, ——— ———.

JEF:MM.
c.c. Mr. Rodgers, Mr. Drew.

[fol. 5989] EXHIBIT P-64

Schine Theatrical Co., Inc.
General Offices Gloversville, N. Y.

Gloversville, N. Y.,
August 26th, 1935.

Mr. J. E. Flynn, Metro Goldwyn Mayer Pictures, Detroit, Mich.

DEAR JACK:

Myer has referred your letter dated August 23rd to me regarding Bucyrus.

As I understand it he is willing to give up the product released by your Company from now until the 1st of January but he feels that from the 1st of January on the releases should be his which I, personally, believe is very fair due to the fact that you no doubt will release the largest portion of your hit pictures between now and the first of the year.

I would, therefore, appreciate if you would kindly advise me by return mail the pictures that you are releasing from now until the first of the year so I can mark my records accordingly.

With kindest personal regards, I am

Very truly yours, Schine Theatrical Co., Inc., by Geo. V. Lynch.

GVL:Z.

[fol. 5990] EXHIBIT P-73

Belpik Theatre Corporation

Written at Holland.
Manager ——.
Theatre, City Bellefontaine, Ohio.

Date June 3, 1937.

Paramount Pictures, 1735 E, 23rd St., Cleveland, Ohio.

GENTLEMEN:

This is to advise you that we are closing the Southern Theatre, Bucyrus, effective June 3, for an indefinite period. Kindly remove any bookings which you may have set for this theatre until we decide to reopen again.

Very truly yours, Joel Golden.

JG/PM.

[fol. 5991] EXHIBIT P-74

Castamba Theatre

Western Electric Wide Range System—Shelby, Ohio.

Jan. 23, 1936.

Mr. Louis Lazar.

DEAR SIR:

The Shelby Globe owners of Castamba handed me a letter in regard to theatre.

Mr. May and yourself visited my office. I tried to explain the situation to you, you left with the understanding that in event I decided to sell, you would have the first opportunity.

Mr. Lazar, that still stands exactly as I agreed.

I am not in show business as a pure money making proposition and exactly a "Nut" as many salesmen have told you.

Yours respt., H. D. Shreffler.

[fol. 5992] EXHIBIT P-75

Belpik Theatre Corp.

Bellefontaine, Ohio,
July 3, 1937.

Mr. H. D. Shreffler, Castamba Theatre, Shelby, Ohio.

DEAR MR. SHREFFLER:

I have your letter of July 2 and am somewhat disappointed to learn that you cannot meet me in Cleveland. However, I will arrange to stop in to see you at Shelby the first time I am in that vicinity.

I am very sorry to learn that you do not believe a leasing arrangement could be worked out, as frankly we do not care to make such heavy investments in real estate as would be required in the purchase of the Castamba Theatre, Shelby.

If you could take the time to discuss the advantages of a Schine partnership with Henry Bieberson of Delaware, Ed Mott of Wooster, Dave Britton of Tiffin and Bucks of Fostoria, I am sure that you would not hesitate to help work out a partnership arrangement, as under such arrangement I can assure you that you not only would be considerably happier, but that you also would earn considerably more money.

Insofar as you leaving the business is concerned, I can assure you that there is no need for you doing so as I would be only too happy to have you continue in active operation of Shelby in case we were able to work out some sort of arrangement.

The time is rapidly approaching when the support and protection of a concern as large as ours would be of tremendous value, and I urge you to carefully consider the many advantages, against the possible disadvantages, which an association with us would give you.

Trusting that I may have the pleasure of seeing you shortly, I am

Very truly yours, Louis Lazar.

LL:MW.

[fol. 5993] EXHIBIT P-76

Copy

Belpik Theatre Corp.

Bellefontaine, Ohio,
Jan. 14, 1936.

The Shelby Globe, Shelby, Ohio.

GENTLEMEN:

The Schine Theatrical Company who formerly operated a number of theatres throughout the State of Ohio and sold them to Warner Brothers, is now expanding its properties in this State. We have recently acquired a number of towns in the vicinity of Shelby, namely, Norwalk, Ashland and Bucyrus, and we should like to know if you would be interested in working out a deal either on a rental basis or possibly an outright sale of the theatre building at a fair price.

Several months ago I had a very nice talk with Mr. Shreffler, who advised me that you were the owners of the building.

If you are interested in discussing a deal, please advise and I shall be pleased to meet you at your convenience.

Yours very truly, (Signed) Louis Lazar, Schine Theatrical Co.

LL:MW.

[fol. 5993a] EXHIBIT P-82

Memorandum of agreement dated the 21st day of January, 1941, between Michael Boumansour, of Malone, New York, herein called "Boumansour", and Schine Theatrical Co. Inc., a domestic corporation, herein called "Schine",

Witnesseth: Boumansour, who owns and operates the Plaza Theatre, Malone, New York, being desirous of assuring himself of a fixed income for a period of years, has approached Schine with a view to renting his theatre to it, and obtaining a position for himself. As an inducement to Schine to rent the theatre, Boumansour makes the following representations and warranties:

1. That he is the owner of the building in which said theatre is located, in fee simple, free and clear of all encum-

brances, except a mortgage in the amount of Ten thousand dollars ($10,000.00).

2. That said theatre is fully and completely equipped for operation as a motion picture theatre, and that all the equipment and personal property is owned by him, free and clear of any and all liens, claims and encumbrances whatsoever, and that said building, including the theatre located therein, complies with all laws, ordinances and regulations, including the rules and regulations of the Board of Fire Underwriters.

[fol. 5993b] 3. That all bills payable accruing prior to the commencement of said lease will be paid by him or satisfactorily adjusted.

4. Boumansour agrees, in the event a lease is executed, to deliver to Schine an agreement not to engage in the motion picture business in said Village of Malone, New York, or in any town in which Schine operates a motion picture theatre, or within a radius of twenty (20) miles therefrom, during the term of said lease.

In reliance on the representations and warranties of Boumansour, Schine agrees to enter into a lease of said Plaza Theatre, Malone, New York, in form substantially like the lease between the parties hereto made the 2nd day of August, 1934, for a term of ten (10) years, commencing February 16, 1941, on the following terms and conditions:

(a) The rental shall be the sum of Eight thousand dollars ($8,000.00) per year, payable in equal monthly installments in advance, with the last year's rent to be paid upon the execution and delivery of the lease.

(b) Schine agrees to heat the building and to operate the theatre an average minimum of two (2) days per week.

(c) Schine agrees to enter into an employment agreement with Boumansour for a period of one (1) year, at a salary of Seventy-five dollars ($75.00) per week.

(d) Schine agrees to purchase the truck now used by the Plaza Theatre for the sum of Three hundred twenty-six [fol. 5993c] dollars ($326.00), and also to purchase the new Bausch lenses now in said theatre for the sum of One hundred seventy-four ($174.00), said items to be subject to

inspection and approval by Schine, and if not satisfactory, Boumansour agrees to refund the purchase price.

(e) Schine agrees to hold Boumansour harmless in connection with the following contracts:

1940-41 Metro, Paramount, Monogram and Republic Film Contracts.

Altec Service Contract.

National Screen Trailer Contract.

Said contracts to be exhibited to Schine prior to the execution and delivery of the lease.

In witness whereof, the parties have executed these presents the day and year first above written.

—— —— (L. S.), Schine Theatrical Co. Inc., by Louis W. Schine.

[fol. 5994]

EXHIBIT P-89

Agreement made this 29th day of May, 1937, by and between Belpik Theatre Corporation, an Ohio corporation, having its principal office in the City of Cleveland, Cuyahoga County, Ohio, hereinafter called "Belpik", party of the first part, and Arthur J. Buck, Ural Buck, Eulalia Hawkins and Charles H. Mergenthaler, of Fostoria, Seneca County, Ohio, doing business as State Theatre, hereinafter called "State", parties of the second part.

Witnesseth: Whereas, Belpik operates the theatres known as the Civic and Roxy Theatres in the City of Fostoria, Ohio, and

Whereas, State operates the theatre known as the State Theatre in the City of Fostoria, Ohio, and

Whereas, the parties hereto are of the opinion that they will mutually benefit by combining the operations of said theatres as hereinafter provided,

Now, therefore, in consideration of the mutual promises and agreements hereinafter contained, it is hereby agreed as follows:

1. The parties hereto agree to cause to be organized, promptly upon the execution of this agreement, an Ohio corporation (hereinafter called the "New Corporation"), with a nominal amount of paid-in capital, the stock thereof

to be divided into two classes, fifty shares to be known as Class A stock and to be subscribed for and held by Belpik, and fifty shares to be known as Class B stock and to be subscribed for and held by State. Said corporation shall have four directors, two of whom shall be elected by the [fol. 5995] Class A stockholders and two of whom shall be elected by the Class B stockholders. The Class A and Class B shares shall have equal rights in all respects.

2. The by-laws of the new corporation shall provide that neither stockholder shall have the right or privilege to sell, dispose of, or transfer any of his or its stock without first offering said stock to the other stockholder at the same price at which he or it may have received a bona fide offer.

3. The certificate of incorporation of said new corporation shall contain such other provisions as shall be mutually agreed upon.

4. Belpik agrees to assign, or cause to be assigned, to the new corporation the leases covering the Civic and Roxy Theatres in Fostoria, Ohio, together with any renewals or extensions thereof, and State agrees to assign or cause to be assigned, to the new corporation the lease covering the State Theatre, Fostoria, Ohio, together with any renewal or extension thereof.

The rentals to be paid by the new corporation under said leases shall be as follows:

Roxy Theatre,	$125.00	per month
Civic Theatre	205.00	" "
State Theatre	235.00	" "

5. It is mutually agreed that the parties hereto will cause the new corporation, immediately upon its formation to enter into a contract with Belpik, and Belpik agrees to enter into such a contract, for the supervision and management of said theatres in Fostoria, Ohio, with the exclusive right of Belpik to purchase and book all motion pictures and other attractions for said theatres, for which services Belpik is to receive the sum of five per cent (5%) of the gross [fols. 5996-5997] receipts of said theatres.

6. Each of the parties hereto agrees that any theatre or theatres in the City of Fostoria, Ohio, or interest therein, which may hereafter be acquired, either directly or indirectly, by either of the parties hereto, and any and all

agreements relating thereto, shall be acquired for the benefit of the new corporation, and any and all evidence of ownership or interest shall be transferred and conveyed to the new corporation.

7. The parties hereto agree that the amounts which the new company may require from time to time for working capital shall be advanced fifty per cent (50%) by Belpik and fifty per cent (50%) by State, and shall be repaid in the same proportion.

8. Current operating expenses shall be paid by the local manager in Fostoria, and all sums over and above said operating expenses shall be transferred to the reserve account to be opened in the name of the new corporation in a bank in Fostoria, to be designated by the Board of Directors. The surplus remaining in said reserve account each month after paying for rent, film, management fees, taxes, insurance, and other charges, shall be distributed to the stockholders as a dividend.

In witness whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

Belpik Theatre Corporation, by J. M. Schine, Pres.
Arthur J. Buck, Charles H. Mergenthaler, Ural Buck, Eulalia Hawkins.

[fol. 5998]

EXHIBIT P-97

Agreement

This Agreement made and entered into this 23rd day of July 1935, at Cleveland, Ohio, by and between Belpik Theatre Corporation, a New York corporation qualified to do business in the State of Ohio (hereinafter sometimes referred to as "Purchaser"), First Party, and William K. Selman of Norwalk, Ohio, Second Party, and David Selman of Cleveland, Ohio, Third Party (Second and Third Parties being sometimes hereinafter referred to as "Sellers"),

Witnesseth: Whereas, Second Party and Third Party are each the owners of forty (40) shares of the Common Capital Stock of Norwalk Theatre Corporation, an Ohio corporation, said stock being of the par value of $100 per share, and

Whereas, Second Party is the holder of an option executed by Jerome G. Steel of Oberlin, Ohio, to Second Party, giving Second Party the right to purchase of said Jerome G. Steel forty (40) shares of the Common Capital Stock of Norwalk Theatre Corporation, par value $100 per share, for the sum of $4,000.00 on or before July 24, 1935; and

Whereas, the Purchaser desires to purchase said Common Capital Stock owned by Third Party, and desires to acquire the said 40 shares of stock now owned by said Jerome G. Steel and optioned to the Second Party as aforesaid,

Now therefore, it is hereby mutually covenanted and agreed by and between the Parties hereto:

1. The Purchaser agrees to purchase, and the Third Party agrees to sell to the Purchaser or its nominee, 40 shares of Common Capital Stock of Norwalk Theatre Corporation [fol. 5999] now owned by Third Party for the sum of $4,000.00, payable in manner as follows:

$3,800.00 in cash at the consummation of this Agreement.

$200.00 by Purchaser assuming and paying to Norwalk Theatre Corporation the unpaid balance of said amount owing upon the subscription of third party for said stock.

2. Purchaser agrees to acquire and pay for the said 40 shares of Stock of Norwalk Theatre Corporation now owned by Jerome G. Steel. Second Party represents that he holds an option executed by said Steel to him for the purchase of said stock on or before July 24, 1935 for the sum of $4,000.00. Second Party agrees to execute said option in accordance with its terms and to acquire said stock from said Steel. Purchaser agrees to advance the sum of $4,000.00 for the use of Second Party in exercising said option and acquiring said stock. It is understood that upon the acquisition of said stock by Second Party and same will be by him endorsed, assigned and transferred to Purchaser or its nominee. It is understood and agreed that said Steel owes to Norwalk Theatre Corporation an unpaid balance of $200.00 on his purchase of said stock from the Company, and that Second Party will endeavor to obtain the stock of said Steel for the sum of $3,800.00 in cash and the assumption of the unpaid balance of $200.00, but that failing in said efforts said stock is to be acquired for the sum of $4,000.00 cash, which Purchaser agrees to advance.

3. Second Party and Third Party jointly and severally represent that the said shares of stock of Third Party and of said Steel are fully paid except as herein mentioned. That the stock of Third Party is free and clear of all liens and encumbrances of any kind, and that he has the right to sell same; that all of said shares of stock are non-assessable and represent valid and outstanding shares of stock of Norwalk Theatre Corporation; that said corporation is an Ohio corporation in good standing; that all franchise reports due to date have been filed and franchise taxes paid [fol. 6000] for the year 1935; that said corporation owes no sums of money for unpaid salaries to officers or directors nor is it indebted to anyone for wages or salaries except as have accrued since July 19, 1935. Second Party has submitted to purchaser the books of the corporation for inspection, and represents that to the best of his knowledge the books and records submitted show all of the obligations of the Company. Second Party and Third Party further jointly and severally represent that J. Steel of Oberlin, Ohio, and Second Party are the lessees under a certain Indenture of Lease dated October 31, 1934 by and between Henry Pohl and Rebecca Pohl of Norwalk, Ohio, Lessors and said J. Steel and William K. Selman, Second Party, as Lessees, said lease being upon premises known as the "Forum Theatre" in Norwalk, Ohio, and being for a term of ten years ending December 31, 1944, with an option for an additional ten years, subject to all of the conditions, covenants, agreements and terms in said lease which has been exhibited to Purchaser, that said lease was entered into for the benefit of Norwalk Theatre Corporation and is a valid and existing lease upon said premises in accordance with its terms. Said parties further represent that the lessors under said lease have consented to an assignment thereof to Norwalk Theatre Corporation, and Second Party represents that he will join in the execution of said assignment.

4. Third Party agrees to deliver to Purchaser his resignation as officer and director of Norwalk Theatre Corporation, and to deliver to Purchaser the stock certificate or certificates evidencing the shares herein sold. Second Party agrees that he will attempt to procure from said Steel his resignation as director, Secretary and Treasurer of Norwalk Theatre Corporation, and that upon acquisition of said

stock of Steel he will deliver the certificate or certificates evidencing the same to the Purchaser duly assigned and endorsed.

5. Second Party represents that there is due and owing [fol. 6001] to the Oberlin Savings Bank Company upon a certain Promissory Note signed by said Steel, Second Party and Edward J. Sable and T. O. Murphy, the sum of $1,050.00 plus accrued interest on said note, which note is in fact the obligation of Norwalk Theatre Corporation. Purchaser agrees that it will, concurrently with the exercise of the Steel option by second party, advance to said Norwalk Theatre Corporation funds sufficient to pay and discharge the aforesaid note to the said The Oberlin Savings Bank Company.

6. In addition to the sums of money hereinbefore provided for, Purchaser agrees to advance to Norwalk Theatre Corporation the sum of approximately $10,000.00 for the purpose of paying off and discharging the outstanding Chattel Mortgage, Conditional Sale and other liabilities of the Corporation, when, as and if the payment thereof is required by Norwalk Theatre Corporation. The Purchaser further agrees that it will advance or cause to be advanced such sums as may be necessary in the future for the purpose of financing capital improvements, or for any expansion program of the corporation, or for the acquisition of other theatres. No such obligation shall be incurred, however, without the consent of all of the members of the Board of Directors of Norwalk Theatre Corporation. All advances made by Purchaser for the purpose of discharging present obligations of said Norwalk Theatre Corporation, or which may be made in the future for improvements, expansion or acquisition of other theatres, as aforesaid, shall be made upon the understanding that the same are to be repaid by Norwalk Theatre Corporation only out of surplus funds of the Corporation.

7. Purchaser and Second Party hereto agree that no dividends shall be paid by Norwalk theatre Corporation at any time until and unless all obligations of the Corporation, of whatever nature, and including the advances hereinabove referred to, shall have been fully paid, and the parties hereto agree to vote or cause to be voted any shares of stock which [fol. 6002] they own or may own in said Corporation, in accordance with this provision, when the subject of divi-

dends may be up for consideration or action by the corporation.

8. Second Party and Third Party represent that the authorized capital of Norwalk Theatre Corporation is 250 shares of Common Capital Stock of the par value of $100 per share, and that the only shares of stock of said Corporation outstanding aggregate 120 shares of which 40 are owned by Second Party, 40 shares by Third Party and 40 Shares by said Steel.

9. Immediately upon transfer to Purchaser of the 40 shares of stock of Second Party, and of the 40 shares of stock of Steel, as herein referred to, and upon the election and qualification of a new Board of Directors and new officers of Norwalk Theatre Corporation, said new Directors will ratify, approve and adopt an Employment Contract between Norwalk Theatre Corporation and William K. Selman in the exact form of the exhibit hereto marked Exhibit "A" and initialed by the parties hereto.

10. It is further understood and agreed that the new Board of Directors of Norwalk Theatre Corporation, immediately upon its election and qualification, will authorize and direct the execution of a so-called Booking Agreement by and between Norwalk Theatre Corporation and Belpik Theatre Corporation, in the exact form of a copy of said Agreement attached hereto marked Exhibit "B" and initialed by all of the parties hereto.

11. The parties hereto mutually covenant and agree that any theatre or theatres in the City of Norwalk, Ohio, or interest therein, which may be hereafter acquired either directly or indirectly by any of the parties hereto, and all agreements relating to such theatre or theatres shall be acquired for the benefit of Norwalk Theatre Corporation, and the parties agree to transfer and convey and set over unto Norwalk Theatre Corporation any and all evidence of [fol. 6003] ownership or interest in such theatre or theatres.

12. Second Party and Third Party represent that Norwalk Theatre Corporation is not indebted to either of them in any way, and that they have no claims against Norwalk Theatre Corporation for any sums whatsoever, and the said parties further agree that they will, if required, execute a general release to Norwalk Theatre Corporation

evidencing that they have no such claims as of the date of the execution of this instrument.

In Witness Whereof, the parties hereto have set their hands to triplicates hereof, and have initialled Exhibits "A" and "B" hereto attached this 23rd day of July, 1935.

Belpik Theatre Corporation, by John A. May, President, First Party. William K. Selman, Second Party. David Selman, Third Party.

Witnessed as to First Party and Second Party: ——, —— ——.

Witnessed as to Third Party: —— ——.

[fol. 6004] EXHIBIT P-163

FOX FILM CORPORATION

Inter-office Correspondence Only

Date: September 13th, 1932.
To: Mr. J. Sichelman.
From: Cleveland.
Subject: Schine's Bellefontaine Situation.

DEAR MR. SICHELMAN:

The following memorandum is for your information regarding Schine Enterprises, which contracts you have in New York.

You will recall Mr. Grainger made a deal with Mr. J. Myer Schine when in New York for the town of Bellefontaine, Ohio covering thirty pictures.

Last week he received a wire from George Lynch asking us to withhold selling any pictures of last year, or a second run of this year's product to an opposition theatre which is just about to reopen. The opposition house is the Court Theatre, operated by Harry L. Moller, formerly connected with Schine. In view of this situation I believe we should get a deal set for one hundred percent product in the city of Bellefontaine.

Expect George Lynch in Cleveland sometime this week. He was in touch with me and stated he would discuss the above. Will inform you after talking to him of what has developed.

Very truly yours, I. J. Schmertz, Branch Manager.

IJS/k.

[fol. 6005]

EXHIBIT P-164

FOX FILM CORPORATION

Inter-office Correspondence Only

Date: September 19, 1932.
To: Mr. J. Sichelman.
From: Sydney Samson—Buffalo.
Subject: Schine Deals.

DEAR MR. SICHELMAN:

I wish you would advise me concerning the status of the Schine deal. You know my Rochester city proposition gives Schine preference throughout the City of Rochester, and naturally I cannot go ahead and deal with the balance of the exhibitors in this town until I know what we will do about accepting the Schine proposition.

We also have pictures available for the Schine houses in the neighborhood houses in Rochester, and I would like to get these pictures dated.

You- advice on this matter will be appreciated.

Very truly yours, Sydney Samson.

SS/M

[fol. 6006]

EXHIBIT P-165

FOX FILM CORPORATION

Inter-office Correspondence Only

Date: September 24th, 1932.
To: Mr. J. Sichelman.
From: Cleveland.
Subject: Schine Situations.

DEAR MR. SICHELMAN:

Please advise what became of our contracts for the Schine situations at Wooster and Bellefontaine, Ohio.

Just recently heard from George Lynch and asked him to communicate with you regarding a change in his deal for Bellefontaine. I suggested and recommended that he buy our entire product one hundred percent, in view of the opposition theatre opening in this town and Mr. Lynch asking us not to sell the opposition any pictures which we

might have available in the town, either first run, second run or any other run.

I believe in all fairness if they expect us to stay out and not sell any product in this town to the opposition, we should get a one hundred percent deal and I so informed him in my letter. I believe he will get in touch with you, if not, advise and I will try to work out a deal.

Very truly yours, I. J. Schmertz, Branch Manager.

IJS/k

[fol. 6007] EXHIBIT P-166

September 27, 1932.

File-ST

Mr. I. J. Schmertz,
Fox Film Corporation,
Cleveland, Ohio.

DEAR MR. SCHMERTZ:

In answer to your letter of the 24th, with reference to the Schine situation in Wooster and Bellefontaine, Ohio, we are returning the contracts to you under separate cover.

Regarding Bellefontaine, I believe that Mr. Lynch will see it your way and buy 100% in Bellefontaine in view of the fact that you have an opposition theatre where you can sell a subsequent run.

I also know that Mr. Schine would not be so unfair as to expect us to stay out of the town and not sell the product to the opposition when we can get some revenue out of the town, and if he gets in touch with me I will so advise him.

Very truly yours, J. Sichelman.

JS:T

[fol. 6008]

EXHIBIT P-167

FOX FILM CORPORATION

Inter-office Correspondence Only

Date: October 3rd, 1932.
To: Mr. J. Sichelman.
From: Cleveland.
Subject: Schine Enterprises.

File-ST

DEAR MR. SICHELMAN:

With further reference to your letter of September 27th regarding Schine's situation at Bellefontaine, Ohio, wherein you agree with us that they should purchase our product one hundred percent in this town.

Have already written two or three letters to George Lynch asking whether or not he is coming on to Cleveland, or if they intend doing anything with reference to purchasing our product one hundred percent for this town.

There is no good reason for staying out of the town. As a matter of fact we have received several communications from the opposition theatre, the Court, asking us to let him have our product which was not purchased this year or last year, or second runs.

We have given every opportunity to Lynch to get this situation set and purchase our product one hundred percent, as there is no good reason for Schines getting a selective contract of thirty pictures.

You mentioned in your letter that you were returning Schine's contracts to us. We have not as yet received these contracts nor do I know whether or not you approved same. Will wait another few days to hear from you.

Very truly yours, I. J. Schmertz, Branch Manager.

IJS/k

[fol. 6009] EXHIBIT P-168

FOX FILM CORPORATION

Inter-office Correspondence Only

Date: October 13th, 1932.
To: Mr. J. Sichelman.
From: Cleveland.
Subject: Bellefontaine Situation.

DEAR MR. SICHELMAN:

Recently wrote you that George Lynch of Schine Enterprises was in to see me at which time discussed with him the matter I wrote you about with reference to changing his deal at Bellefontaine to one hundred percent. I informed you he stated he could not at this time do anything but perhaps would figure it out later on. Of course to me that means nothing and I do not expect anything, excepting that they will run along with a selective contract.

My reason for again writing is that we are in receipt of three or four letters and two telegrams from the opposition, the Court Theatre, inquiring whether or not we have any product available and we really cannot answer and state that we are entirely sold. In fact did not answer any of Moller's letters for the above reason.

In conversation with Lynch he stated that Meyer Schine when in New York discussed this very proposition with Mr. J. R. Grainger who promised Meyer we would not sell the opposition, Moller's Court Theatre any of our product, neither the balance left on this year's contract nor any of last season's product. However, I do not know whether this promise was actually made to Meyer Schine.

We are attaching hereto letter received this day from this same party again.

Very truly yours, I. J. Schmertz, Branch Manager.

IJS/k
Attach.

[fol. 6010] EXHIBIT P-169

File-ST

October 21, 1932.

Mr. I. J. Schmertz,
Fox Film Corp.,
Cleveland, Ohio.

DEAR MR. SCHMERTZ:

Attached is a copy of a letter I have sent to Mr. Meyer Schine regarding Bellefontaine.

However, don't sell anyone either first or second run until you hear from me. I want to get a rise out of him and see what he has to say before selling. Perhaps he will buy the balance of the pictures first run, and maybe second run.

In any event, if you do not hear from Mr. Schine direct or from the writer within the next ten days, you write him personally and let me know what transpires.

Very truly yours, J. Sichelman.

JS:T
Att.

[fol. 6011] EXHIBIT P-170

File-ST

October 21, 1932.

Mr. Meyer Schine, Schine Theatrical Enterprises, Gloversville, N. Y.

DEAR MEYER:

You made a deal with Mr. J. R. Grainger for Bellefontaine, to take 32 pictures on the following basis:

8 features at 25% of the gross
8 " " 20% " " "
16 " " $40.00 flat rental.

This means that there are ten pictures open in this town, and at the time you made this deal, you told Mr. Grainger you could not use more than the number of pictures you bought.

This means that we can sell second run and maybe the balance of the first run pictures that you do not use.

Mr. Schmertz now advises me that in a conversation he had with you, you advised him that Mr. Grainger promised that we would not sell anyone in Bellefontaine. This is not so as you know that I was present when the deal was made and Mr. Grainger would never make a statement that would be detrimental to the Fox Film Corporation and whereby we lose 10 pictures on first run and also second run revenue.

We now have a chance to sell the ten pictures that you will not use as first run, and also sell 100% second run, and I am writing Mr. Schmertz to go ahead and sell the balance of the 10 pictures which you haven't bought on first run, and also sell second run.

However, if you decide you want the balance of the 10 pictures first run, you can take the matter up with Mr. Schmertz direct. We have got to sell second run and get the revenue in where it rightfully belongs.

Kindest regards.

Very truly yours, J. Sichelman, Asst. General Sales Mgr.

JS:T.

[fol. 6012] EXHIBIT P-171

Schine Enterprises, Inc.

General Offices, Gloversville, N. Y.

Gloversville, N. Y.,
October 24th, 1932.

Mr. Jack Sichelman, Fox Film Corporation, New York City.

DEAR JACK:

Myer Schine has referred me to your letter dated Oct. 21st regarding Bellefontaine. Perhaps, Jack, you are not acquainted with what has happened in Bellefontaine. The man who has opened up the Court Theatre was a former empl-yee of ours and due to numerous things which happened during his employment he was let out. He then took over the old Opera House in Bellefontaine and got two men to put up some money and opened up in opposition to us.

The only product which he has been able to buy has been from independent companies. There has not been a major company that has sold him any product. He has advertised

in the newspapers that they should patronize local people. He has bucked chain operation and is selling the product for 10¢ and 15¢, children 5¢, not only this but he has flooded the entire town with passes and I am quite sure that it is not your company's intent to encourage opposition of this kind.

If it was possible for us to play second run you may rest assured that we would certainly do it but I believe you will agree with me that a town such as the size of Bellefontaine is not large enough for a first and second run house. We are charging a top of 40¢ admission at our Holland Theatre and we don't want to have the distributing companies make it impossible for us to continue getting this price. I am quite positive that if you will take this matter up and explain to Mr. J. R. Grainger, the things which I have mentioned to you in this letter, he will agree with me that you should not sell second run.

I have also written Mr. Schmertz advising him that we will take the remaining pictures which we did not buy first run, and, have also asked him to refrain from selling this second run house.

[fol. 6013] If you would like to have me forward some of the opposition's ads if you will write me I will be very glad to mail them to you.

With kindest personal regards, I am

Very truly yours, Schine Enterprises, Inc., by Geo. V. Lynch.

GVL:Z

[fol. 6014] EXHIBIT P-172

Schine Enterprises, Inc.

General Offices at Gloversville, New York

Gloversville, N. Y.,
October 24, 1932.

Mr. I. J. Schmertz, Fox Film Corporation, Cleveland, Ohio.

DEAR IZZY:

I expected to be in Cleveland Thursday of this week but I now find that it is impossible for me to get there.

Regarding Bellefontaine I am willing to take the ten additional pictures at the following deal:—if any of the 10

pictures play the Strand, price to be $25.00; if they play at the Holland, price to be $40.00.

Myer has given me your letter dated October 21st and he wants me to explain to you that he would appreciate very much if you hold off selling the Court Theatre. Their admission price, Izzy, is way under ours not only that but he is flooding the town with passes. There is no question but if you sell accounts as this one you are merely encouraging ten and fifteen cent houses for houses for opposition. We have established a 40¢ admission price in this town and we do not want to deviate one cent from this price notwithstanding the fact that the Court Theatre is advertising "Why Pay More."

I am sure you can appreciate the harm it will do if you insist on sellng hm. I can assure you that f we want—second run we would certainly buy your produet but there is no room in a town the size of Bellefontaine for a second run house.

Trusting that I receive a favorable reply from you I am with kindest personal regards.

Very truly yours, Schine Enterprises, Inc., by George V. Lynch.

GVL:Z

[fol. 6015] EXHIBIT P-173

Fox Film Corporation

Inter-office Correspondence Only

Date: December 28, 1932.
To: Mr. J. Sichelman.
From: Sydney Samson—Buffalo.
Subject: Lockport-(Schine)

DEAR MR. SICHELMAN:

We are attaching hereto copies of letters received from Schine in connection with their situation in Lockport, N. Y., where they originally operated two theatres—the Palace and Rialto. They did not renew the lease on the Palace Theatre and are now operating the Rialto.

These letters ask for our agreement to transfer the remaining unplayed pictures to a subsidiary company to be played at the Rialto Theatre. With the exception of the straight percentage pictures, on which our earnings will be decreased by playing them at the smaller theatre—the Rialto—I do not see where we would have any objection to this transfer. Of course, when the Palace is reopened by the owner of the building, they will be in the market for pictures, but in view of our pleasant relations with the Schine organization and the fact that we serve them throughout their circuit, I do not believe we should have any objection to going along with them and serving them in the Rialto Theatre, Lockport.

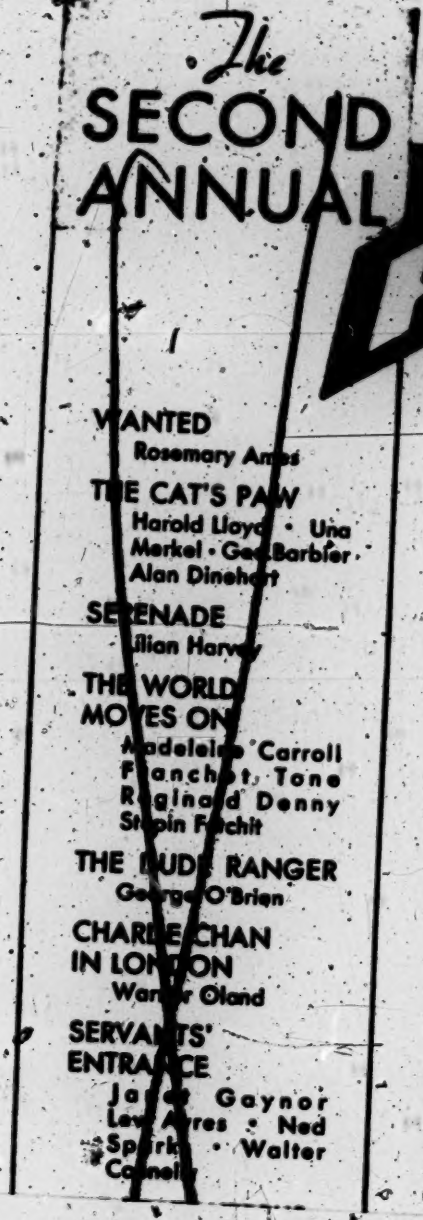
However, I am submitting these letters for your approval, on receipt of which I will have the proper riders drawn up transferring the remaining pictures to the subsidiary company, which is the Palace Lockport Corporation.

Very truly yours, Sydney Samson.

LEB/M.

(Here follow 2 Photolithographs, side folios 6016-6017)

EXHIBIT 1-176



FOX FILM CORPORATION
1052 BROADWAY
ALBANY, N. Y.

July 9th, 1934

Mr. T. H. Bailey,
Fox Film Corp.,
78 Broadway,
Boston, Mass.

Dear Mr. Bailey:

George Rosenbaum was in this morning with reference to the purchase of our product first-run in Carthage. I, of course, told George that we have already sold our product first-run in Carthage to the Schine Theatrical Enterprises.

He then expressed his desire to purchase our product second-run, and in view of our conversation with George Lynch when in Gloversville, I believe I understood that we were not going to sell George second-run in Carthage.

Warner Oland

SERVANTS' ENTRANCE
Janet Gaynor
Lew Ayres • Ned Sparks • Walter Connolly

THE STATE VERSUS ELINOR NORTON

CARAVAN
Charles Boyer
Loretta Young
Jean Parker
Louise Fazenda

HELL IN THE HEAVENS
Warner Baxter

JUDGE PRIEST
Will Rogers • Stepin Fetchit

FUN ON THE AIR (Tent.)
Joe Cook • James Dunn • Alice Faye
Stepin Fetchit

CAPTIVE BRIDE (Tent.)
Charles Boyer

atrical Enterprises.

He then expressed his desire to purchase our product second-run, and in view of our conversation with George Lynch when in Gloversville, I believe I understood that we were not going to sell George second-run in Carthage.

He wants me to let him know this week definitely, and I will, therefore, appreciate your writing me regarding this matter.

Yours very truly,

M. GRASSGREEN,
Branch Manager

MG:BEN

6016

EXHIBIT 1-178

The SECOND ANNUAL FOX

AUGUST 19th to NOVEMBER 17th, 1934

WANTED
Rosemary Ames

THE CAT'S PAW
Harold Lloyd · Una Merkel · Geo. Barbier
Alan Dinehart

SERENADE
Lilian Harvey

THE WORLD MOVES ON
Madeleine Carroll
Franchot Tone
Reginald Denny
Stepin Fetchit

THE DUDE RANGER
George O'Brien

CHARLIE CHAN IN LONDON
Warner Oland

FOX FILM CORPORATION
1052 BROADWAY
ALBANY, N. Y.

August 20th, 1934

Mr. T. H. Bailey,
Fox Film Corp.,
Boston, Mass.

Dear Mr. Bailey:

I neglected to discuss with you during your recent visit here regarding George Rosenbaum's desire to purchase last year's product second-run in Carthage.

SERVANTS' ENTRANCE
Janet Gaynor
Lew Ayres • Ned Sparks • Walter Connolly

THE STATE VERSUS ELINOR NORTON

CARAVAN
Charles Boyer
Loretta Young
Jean Parker
Louise Fazenda

HELL IN THE HEAVENS
Warner Baxter

JUDGE PRIEST
Will Rogers • Stepin Fetchit

FUN ON THE AIR (Tent.)
Joe Cook • James Dunn • Alice Faye
Stepin Fetchit

CAPTIVE BRIDE (Tent.)
Charles Boyer

I find that most of the major companies, including Universal with whom Schine has a franchise, supply the opposition theatre in Carthage first and second-run pictures and, of course, the first-run pictures are those which are passed up by Schine.

Do you think it advisable to contact George Lynch in order to get his re-action?

Yours very truly,

M. GRASSGREEN,
Branch Manager

MG:BEN

6017

3808IB

[fol. 6018] EXHIBIT P-179

August 21, 1934.

Mr. Moe Grassgreen, Branch Manager, Albany Exchange.

DEAR MR. GRASSGREEN:

I have your letter of August 20th regarding George Rosenbaum's desire to purchase last year's product second run in Carthage.

I think it is okay for you to contact him and if other companies are selling him, I see no reason why we should not also pick up some additional revenue.

Yours very truly, Tom H. Bailey.

THB:EM.

[fol. 6019] EXHIBIT P-190

December 8, 1936.

Mr. L. Merrenbloom, Kentucky Theatre, Corbin, Kentucky.

DEAR LOUIE:

All information that I have been able to secure since my last visit to you seems to confirm the fact that the suggestion which I offered you regarding Twentieth Century-Fox was right.

The surest way to keep opposition out of your town, Louie, is to have some longtime franchises tucked away in your safe and even though you would probably pay us a little more money under a franchise than you would if you bought from year to year, the franchise is still great insurance.

I shall appreciate hearing from you at your convenience.

Very truly yours, J. J. Grady, Branch Manager.

JJG:r.

[fol. 6020] EXHIBIT 195

May 21, 1937.

Mr. M. Boumansour, Plaza Theatre, Malone, N. Y.

DEAR MR. BOUMANSOUR:

Following up your recent letter I regret to inform you that we will not be interested in serving second run in the City of Malone, first because of the size of the town and

secondly because of the possibility of dissipating our first-run revenue.

We have a franchise in the City of Malone which runs for a number of years and with the maximum number of pictures playing on percentage we do not believe it is good business to play them at a later date second run for there is no question but what it will cut in on our first-run revenue.

In the meantime with kindest regards.

Yours very truly, M. Grassgreen, Branch Manager.

MG:HW.

[fol. 6021] EXHIBIT 200

Cincinnati, July 10, 1937.

Mr. William Sussman.

DEAR MR. SUSSMAN:

Our contract with Schine for first run Lexington provides that a minimum evening admission of 25¢ and a minimum matinee admission of 15¢ will be charged.

I am attaching herewith their ads clipped from the Lexington Leader of July 8th. Please notice that they are operating the Ben Ali and Strand for 16¢, throughout the house, during the matinee, and in the balcony at night. They are advertising these prices exclusively within a radius of sixty miles of Lexington, with the result that all surrounding towns are complaining to us and other distributors.

In addition you will note that the only single feature program they are showing is the 'A' picture opening on Saturday in the Kentucky Theatre.

This reduction in admission prices is so contrary to the imperative trend of this business as expressed by Mr. Kent at the convention that I will appreciate your doing everything you can to rectify this condition.

Very truly yours, J. J. Grady, Branch Manager.

JJG:r.
enc.

CC—Mr. Geo. A. Roberts.

[fol. 6022] EXHIBIT 201

July 13, 1937.

Mr. Meyer Schine, Gloversville, N. Y.

DEAR MEYER:

Our contract with the first run theatres in Lexington provides for a minimum evening admission of 25¢ and matinee admission of 15¢.

I have before me clippings of the Lexington Leader of July 8th showing that you are operating the Ben Ali and Strand Theatres for 16¢ during the matinee and in the balcony at night. These prices are being advertised within a radius of sixty miles with the result that all surrounding towns are complaining, particularly as their contracts do have a minimum admission price which they are maintaining.

I know your problem in Lexington, but I do not think that rectification of it involves the violation of our contracts with you, nor do I think a reduction in admission prices is the proper way to solve it. Surely, the trend in this business is to increase the admission prices and for you to take the opposite view point not only affects our revenue in Lexington, but must have an effect in the surrounding territory where admission prices are being kept up, and in a number of instances, are being increased.

I would appreciate hearing from you as to what you intend doing in this regard.

With kindest regards.

Sincerely yours, William Sussman.

CC: Mr. J. J. Grady.

[fol. 6023] EXHIBIT 202

SCHINE THEATRE ENTERPRISES

Gloversville, N. Y.

Mr. William Sussman, Twentieth Century Fox Film Corporation, 444 West 56th Street, New York City, N. Y.

DEAR BILL:

I have your letter of Recent date in reference to Lexington and I think your information is erroneous insofar as the

general cut. We have, however, made certain modifications in our admissions for the summer which were quite essential and proved to be beneficial. I shall be glad to discuss this matter with you when I see you at an early date.

etc. etc.

Sincerely yours, J. Myer Schine.

[fol. 6024] EXHIBIT 209

THE OPERA HOUSE
Lexington, Kentucky

Operated by the Southland Amusement Co., Inc.

January 17, 1938.

Mr. J. Grady, Mgr. Fox Film Corp., 1638 Central Parkway, Cincinnati, Ohio.

DEAR MR. GRADY:

It is necessary and very urgent that I receive some help on your contract at the Opera House in Lexington in the way of reductions because of the low prices that the Schine Amusement Co. operated under during the past summer and fall on first and second runs. Your "B" and "C" pictures will not draw enough to pay film rental in my house.

If it were not necessary that I receive help, I would not write this letter but a lot of your dates are coming up and I need this assistance immediately in order that I can allow your dates to stand as they are.

Please send your representative to talk to me about this matter.

Yours very truly, The Opera House, Harry Schwartz, Manager.

HS:mb

[fol. 6025] EXHIBIT 216

SCHINE CIRCUIT, INC.

General Offices Gloversville, N. Y.

Gloversville, N. Y.,
November 8, 1938.

Mr. J. J. Grady, Twentieth Century Fox Film Corp., 1632 Central Parkway Blvd., Cincinnati, Ohio.

DEAR MR. GRADY:

We are arranging to build a second theatre in Paris, Kentucky, which will be completed around the 1st of February and we would like to have you hold your product for second run for our use.

Trusting you will give us whatever consideration you can, with kindest regards, I am

Very truly yours, Schine Circuit Inc., by Geo. V. Lynch.

GVL:H

[fol. 6026] EXHIBIT 218

November 17, 1938.

Mr. J. J. Grady, Cincinnati Exchange.

DEAR JIM:

The Schines are desirous of buying second run in Paris and I have agreed.

Will you please let me know your idea of the setup here so that I may work out a deal with George Lynch.

Very truly yours, William Sussman.

cc: Mr. G. A. Roberts.

[fol. 6027] EXHIBIT 226

June 26, 1939.

Mr. Sidney Samson, Buffalo, N. Y.

DEAR MR. SAMSON:

I have just finished an analysis of the Schine contracts which you submitted, and there are a number of discrepancies that I want to bring to your attention.

Auburn: You should have absorbed $108., whereas you have accounted for only $90.

Bath: You should have absorbed $117.30, whereas you have accounted for only $78.

Canandaigua: You should have absorbed $100.80, whereas you have accounted for only $72.

Corning (1st Run): You should have absorbed $105., whereas you have accounted for only $99.

Corning (2nd Run): You should have absorbed $70.72, whereas you have accounted for only $65.

Cortland: You should have absorbed $78.82, whereas $84. is accounted for. I also note that you have changed the clearance in this situation by adding the towns of Tully and Groton, which were not in last year's schedule.

Geneva: You should have absorbed $87.84, only $84. accounted for.

Lockport (1st Run): You should have absorbed $118.56, only $110.50 accounted for. This account has clearance over Newfane, which it enjoyed last year, but we do not have any record of a theatre in this town.

Newark: You should have absorbed $92.40, only $88. accounted for.

Oswego (1st Run): You should have absorbed $66.24, only $55. accounted for. With reference to the clause permitting the exhibitor to play 15 pictures in the Capitol Theatre, I note that you have increased the price from $30. in K-6 to $34.50 in K-7. What happens to this additional revenue in the event that they do not decide to play any of these pictures in the Capitol Theatre.

Oswego (2nd Run): You should have absorbed $84.76, only $65. accounted for.

Penn Yan: You should have absorbed $112.80, only $106. accounted for.

[illegible]erry: You should have absorbed $137.76, only $120. [illegible]counted for.

Salamanca: You should have absorbed $151.32, only $140. accounted for. The clearance provides for 30 days on Little Valley, which is the same clearance it enjoyed during the K-6 season. However, we do not have any record of a theatre in Little Valley.

Seneca: You should have absorbed $167.96, only $150. accounted for.

Will you please analyze the various points I have made in this letter, and let me have your reply as quickly as possible.

Very truly yours, William Sussman.

WS:EA

[fol. 6028]

EXHIBIT 227

FOX FILM CORPORATION

Inter-office Correspondence Only

Date: June 27, 1939.
To: Mr. W. Sussman.
From: Sydney Samson, Buffalo.
Subject: Schine Circuit.

DEAR MR. SUSSMAN:

This will acknowledge receipt of your letter with discrepancies in score charges for the Schine Circuit. These discrepancies in the main are due to the shift in the deal from a 46 and 49 picture deal to a 52 picture deal.

At the time we shifted into this new deal I recognized that there would be small differences in score but I did not want to open up this subject again inasmuch as at that particular moment securing a waiver elimination on the top groups of both the percentage and flat pictures was my immediate concern and I did not want a further delay in the making up of these deals while the entire Schine office was checking and rechecking the accurate score charge.

The total difference in my entire territory is $193.00, and in many instances some of these differences do not entirely agree with our checked records. Some of these differences are due to breakage in figures as in Geneva $3.84; Newark $4.40; Corning $6.00.

I believe we have recovered as much of the score charge as we possibly can, and only in one instance was there an attempt on Lynch's part to chisel the actual cost of score and that was in Auburn, N. Y., where our figures read $4.38 per picture and he only wanted to pay $3.75. The difference in this town is $18.00.

Regarding the slight changes in clearance: Tully and Groton were added to the Cortland clearance. There is no theatre in Tully, and Cortland has enjoyed clearance over Groton in the last two years. Inasmuch as our Schine contract was made out three years ago Groton was not included at that time.

In Lockport, Newfane has no theatre, but the village is adjacent to Lockport and it is possible that a theatre may go into this town.

Salamanca, no theatre in Little Valley but this village is adjacent to Salamanca and the high school in this town occasionally runs a show.

Oswego, the additional revenue was put on the bottom group where we get $34.50 for each picture played at the Capitol Theatre. If the Capitol decides not to run these pictures then we will get $55 per picture. Inasmuch as the Capitol Theatre needs pictures as much as the Strand in this town, there is every indication that these pictures will be played at the Capitol, or we will benefit by increased revenue if played at the Strand.

Very truly yours, Sydney Samson.

CC Mr. G. A. Roberts.

[fol. 6029] EXHIBIT 228

June 27, 1939.

Mr. M. Grassgreen, Albany, N. Y.

DEAR MR. GRASSGREEN:

I have completed an analysis of the Schine contracts which you recently submitted and wish to call the following discrepancies to your attention.

Amsterdam—You should have absorbed $65 in score charges whereas you have accounted for only $60. You have also set up both issues of News on the basis of ¾ days, one of these issues should be on the basis of ⅔ days in accordance with the K-6 deal.

Carthage—You should have absorbed $69.44, whereas you have accounted for $110. The days on the short subjects deal should be in accordance with the K-6 contract, namely ½ instead of ⅔ days as you have set it up.

Glens Falls (2nd Run)—I note that you have changed the clearance here by providing for 60 days over third run Glens Falls. 60 days clearance here and elsewhere seems to be excessive.

Gloversville (1st Run)—Should have absorbed $62.40, only $60 accounted for.

Gloversville (2nd Run)—Should have absorbed $36.60, only $30 accounted for.

Hamilton—Should have absorbed $159.12, only $130 accounted for.

Herkimer—You should have absorbed $119.70, only $105 accounted for. The short subjects contract should have been set up on the basis of ½ days instead of ⅔. I also note that you changed the clearance by inserting 14 days after first run Utica. I do not see how you can serve Herkimer under this arrangement when your first run Utica deal definitely specifies that they are to have 30 days over a radius of 15 miles from Utica.

Hudson—You should have absorbed $160.16, only $156 accounted for.

Ilion—You should have absorbed $148.72, only $130 accounted for. Groups "C" and "D" should have been set up on the basis of ½ days instead of ⅔ days. This account has clearance this year, as previously, over Mohawk. Our records do not indicate any theatre in Mohawk.

Little Falls—You should have absorbed $96.60, whereas you have accounted for $100. The days on the short subjects contract should have been ½ instead of ⅔ days.

Malone—You should have absorbed $113.20, only $70 accounted for. The clearance also includes the town of Brushton, but we do not have any record of a theatre in Brushton. The clearance further provides for 60 days over second run. We do not have a second run in this situation and furthermore, as stated previously, 60 days over second run seems excessive.

Massena—You should have absorbed $97.44, only $80 accounted for.

[fol. 6030] Norwich—You should have absorbed $144.04, only $130 accounted for. Groups "C" and "D" should be set up on the basis of ½ days instead of ⅔. You have included the town of Mount Upton in the clearance this year. It wasn't in the K-6 deal nor do we have a record of a theatre in this situation.

Oneonta (1st Run)—You should have absorbed $148, only $120 accounted for. Here too you have changed the clearance by the addition of the towns of Cherry Valley and Worcester.

Oneonta (2nd Run)—You should have absorbed $50, only $25 accounted for. You have also changed the clearance as compared to last year by setting back first run 60 days behind second run.

Ogdensburg—You should have absorbed $150.80, only $130 accounted for. Groups "C" and "D" should be set up on the basis of ½ days instead of ⅔.

Saranac Lake—The days on the short subjects contract should be ½ instead of ⅔.

Tupper Lake—You should have absorbed $174.72, only $130 accounted for.

Watertown (1st Run)—The clearance includes Dexter similar to the K-6 setup, but we do not have any record of a theatre in this situation.

Watertown (2nd Run)—Does the clause permitting the exhibitor to play pictures in the Palace Theatre affect the run of any other theatre?

Will you please analyze the various points I have made in this letter, and let me have your reply as quickly as possible.

Very truly yours, William Sussman.

WS:EA.
CC: Mr. T. H. Bailey.

[fol. 6031] EXHIBIT 229

Joseph M. Schenck
Chairman of the Board

Sidney R. Kent
President

Twentieth Century-Fox Film Corporation
Head Office 444 West 56th Street, New York
Branches in All Principal Cities of the World
1052 Broadway, Albany, N. Y.
Telephone 3-1203-4

June 30, 1939.

Mr. William Sussman, New York, N. Y.

DEAR MR. SUSSMAN:

I have your letter dated June 27th with reference to your analysis of the Schine contracts and beg to advise as follows:

Amsterdam—Scores: While our earnings showed an average of $2.76 per picture on the scores Mr. Lynch informed me that you were agreeable to leave the odd amounts off in view of which we set the scores up in this situation on the basis of $2.50 per picture.

News: The rental on both issues is $15.00 each which is the same as last year while the number of days call for ¾ days on the Odd Issue and ⅔ days on the Even. The reason we provided for a ¾ day play on both issues is that in the event they should change over to the other issue they could then play it at the maximum number of days without the necessity of putting through any rider to cover the change. At present they are using the Even Issue three days, Sunday-Monday-Tuesday and the Odd Issue two days, Wednesday-Thursday. Inasmuch as we permit them to play one issue ¾ days at $15.00 and the rental of the other issue is the same I cannot see any objection to our providing for a ¾ day play on the other issue. After all they only have seven days at their Rialto Theatre and under the circumstances can only play one issue four days and the other three. While we did discuss this in our telephone conversation of today regarding the possibility of carrying one issue over to the other house and playing it the maximum number of four days, they don't do as much business at their Strand Theatre or "B" house to warrant any increase in rental.

Carthage—Scores: Our average here this year was $2.18 per picture involving $78.48 based on the 46 picture commitment covering 36 flat ren-al pictures. We added the scores to the remaining group and the difference is brought about by the fact that the deal has been set up on the basis of a 100% feature commitment or six additional pictures.

Shorts: While in previous years the short subject contract was drawn up on the basis of ½ days, I think this was more or less an error as the contract should have provided for the maximum playing time of ⅔ days the same as the feature contract.

[fol. 6032] Glens Falls (2nd run)—Clearance: Our previous contracts with Schine in this situation have always provided for sixty days clearance over third run, and while it may be excessive, this clearance has been set up and George Lynch insisted on carrying it through for the future.

Gloversville (1st run)—Scores: Our average on the scores this year amounted to $2.73 per picture. In order to make it an even amount we set the scores up on the basis of $2.50 per picture which was added to the "D" or remaining group.

Gloversville (2nd run)—Scores: This year we averaged $2.78 per picture. In order to make it an even amount we set the scores up on the basis of $2.50 per picture.

Hamilton—Scores: Here we averaged $3.01 per picture. George Lynch insisted that we set up the scores here on the basis of $2.50 per picture because of the theatre going to have a greater number of double feature changes.

Herkimer—Scores: This year we averaged $2.75 per picture. In order to make it an even amount, the scores were set up on the basis of $2.50 per picture.

Shorts: Same explanation as Carthage.

Clearance: We did not change the clearance in this situation, for although it was omitted from our prior franchise, we have always served Herkimer 14 days after Utica. From Theatre to Theatre the distance is in excess of fifteen miles.

Hudson Falls—Scores: Here we averaged $3.19 per picture. In order to make it an even amount we set the scores up on the basis of $3.00 per picture.

Ilion—Scores: This year we averaged $2.95 per picture. In order to make it an even amount and as George Lynch would not agree to $3.00 it was set up on the basis of $2.50 per picture.

Increase days on "C" and "D" groups: George Lynch informed me that he had an understanding with you that the number of days for the features on all contracts would read 2 or 3 days.

Clearance: While there is no theatre in Mohawk the contracts always provided for clearance over this situation. It did operate in the silent days and the way theatres are springing up in the small towns they insisted that the clearance over Mohawk be included in the contract the same as previous years.

Little Falls—Scores: This year we averaged $2.34 per picture. He agreed to increase the 20 pictures in the "C" group from $35.00 to $40.00 or $100.00, and while it gives us a few dollars more than we earned on the scores last year, it was to make up for some of the situations where we were obliged to leave off the odd amounts resulting in less score rental.

Shorts: Same explanation as Carthage.

[fol. 6033] Malone—Scores: Here we averaged $2.08 per picture and the scores were set up on the basis of $2.00 per picture. On the original basis of a 46 picture commitment

it left 35 pictures in the flat rental group which involved $70.00 in view of which we added $3.50 to the "C" group of 20 pictures. When changing the deal to a 100% feature commitment we failed to pick up the scores on the additional six pictures of $12.00.

Clearance over Brushton: While there is no theatre in this situation, it did operate in the silent days, but the fact remains that their contracts always carried clearance over this situation.

Clearance over second-run: While last year's contract did not provide for any clearance over second-run it was understood that it would be 60 days. As they want to be consistent they set up their own subsequent runs on the basis of 60 days which is the same clearance that they demand and get over independent subsequent runs.

Massena—Scores: Here we averaged $2.32 per picture. In setting up the scores we added $5.00 to the "C" group of 16 pictures involving $80.00. On the original basis of 46 picture commitment which left 36 pictures in the flat rental group the total amount involved $83.52 so it is only a question of $3.52 because of our leaving the odd amount off.

Norwich—Scores: Here we averaged $2.50 per picture. In setting up the scores we added $2.50 per picture.

Increased days on "C" and "D" groups: Same explanation as Ilion.

Clearance over Mount Upton: While there is no theatre in this situation one did operate during the silent days. It is situated between Norwich and Sidney. Although last year's contract did not include clearance over Mount Upton in previous years the contract did carry provision for this clearance. If a theatre should open in Mount Upton they are most certainly entitled to 30 days clearance.

Oneonta (1st run)—Here we averaged $3.63 per picture. George Lynch insisted that the scores be set up on the basis of $3.00 per picture which amount was added to the flat rental groups.

Clearance: Regarding the clearance over Cherry Valley and Worcester and while last year's contract did not provide for any they have always enjoyed clearance over these situations. Your contract records will show that Cherry Valley follows Cooperstown and Richfield Springs, Cooperstown playing after Oneonta while Richfield Springs plays after Cooperstown and Ilion. Worcester had always played

30 days after Oneonta although last year's contract did not carry this provision.

Oneonto (2nd run)—Scores: While all of the repeat pictures were played single feature last year, their present policy is double-feature and because of this George Lynch insisted that the scores be set up on the basis of $2.50 per picture.

Clearance: While last year's contract provided for 30 days clearance after first-run in order to be consistent with their demands for 60 days over independent subsequent runs they insisted on setting up 60 days clearance [fol. 6034]; in this situation after their own first-run operation.

Ogdensburg—Scores: In this situation we averaged $2.85 per picture. In order to make it an even amount the new deal was set up on the basis of $2.50 per picture.

Increased days on "C" and "D" groups: Same explanation as Ilion.

Saranac Lake—Shorts increased days: Same explanation as Carthage.

Tupper Lake—Scores: In this situation we averaged $3.50 per picture. George Lynch contends that practically everything in this situation is now double-features in view of which he insisted that the scores be set up on the basis of $2.50 per picture.

Watertown (1st run)—Clearance over Dexter: While there is no theatre in Dexter one did operate in the silent days which also applies to Philadelphia and Theresa and their contracts always carried clearance over these situations.

Watertown (2nd run)—For your information the clause permitting them to play pictures in the Palace Theatre does not affect the Strand Theatre which is third-run. Their second-run contract permits them to play pictures second-run at either the Olympic or Palace Theatre after first-run Avon, or second-run at their Palace for those pictures playing first-run at the Olympic. As a matter of fact their contract further provides that any pictures playing first-run at the Olympic or Palace may be cancelled.

Yours very truly, M. Grassgreen, Branch Manager.

MG:HW.
cc: Mr. Tom H. Bailey.

[fol. 6035] EXHIBIT 230

Twentieth Century-Fox Film Corporation,
Head Office 444 West 56th Street, New York
Branches in All Principal Cities of the World
Telephone Columbus 5-3320 Cable Address, Centfox-New York

Joseph M. Schenck, Chairman of the Board
Sidney R. Kent, President.

June 30, 1939.

Mr. Sydney Samson, Buffalo Exchange.

DEAR SYDNEY:

I have your letter of June 27th regarding the discrepancies in the Schine Circuit deal and I cannot reconcile myself to your excuse that the difference is due to the fact that you did not have time and you did not want to wait until the entire Schine office checked these score charges.

You say the difference in your territory is $198.00 but don't forget that is $198.00 times three because it is a three year deal and when you start to figure up $600. in your territory and the other hundreds in the other territories, it runs into a considerable amount of money.

I want what I am entitled to and I cannot see any reason why you should pass up this money so lightly. As far as clearances are concerned, your explanation for Courtland, Lockport and Salamanca seems to be reasonable.

As far as Oswego is concerned, frankly, I don't know what you are talking about. Even if the 15 pictures do play at the Capital Theatre, at $34.50 what happens to the other 9 pictures in the D group? We are entitled to our score here. Here again I must criticize you for passing up our money so lightly.

The way you have the deal worked out, the only way we can recoup any of our score charge is for the pictures to play at the Capitol Theatre and by your own admission, they may not play there, so we are passing up $66.00 in score charge money.

I don't think we should go for it and I want you to change these deals in accordance with what we should get.

Please let me know when they are taken care of.

Very truly yours, W. Sussman. William Sussman.

cc. Mr. G. A. Roberts.

[fol. 6036] EXHIBIT 236

Twentieth Century-Fox Film Corporation

Inter-Office Correspondence Only.

Date February 13, 1940.

To Mr. Jack Bloom from Mr. William Sussman.

Subject: ——.

It has been decided that East Rochester, Fairport and the Palace Theatre, Syracuse are a part of the three year franchise made with Schine.

Please mark your records accordingly.

William Sussman.

CC: Mr. S. Samson.

[fol. 6037] EXHIBIT 243

Postal Telegraph

1932 Sep 10 PM 12 00.

Paramount Publix Corp 161 North Fifth St Columbus Ohio

Hold nineteen thirty one thirty two thirty three product for me for second run Bellefontaine will see you your exchange next week or week after.

Lynch Schine Enterprises.

[fol. 6038]

EXHIBIT 259

The Opera House, Lexington, Kentucky

Operated by the Southland Amusement Co., Inc.

September 30, 1937.

Paramount Pictures Co., 1214 Central Parkway, Cincinnati, Ohio.

Attention: Mr. J. Oulaham

DEAR SIR:

Regarding the reduction on some of your product, I must insist upon it, definitely. The Schine Amusement Co. has been playing first run product in the Ben Ali at 16¢ matinee bal-ancy price and second run at the Strand at 16¢ lower floor matinee price with double features. It is impossible for me to take in enough to pay the expense on many of the program pictures because in showing them I, too, must double feature and expense is too great for the ineffectual drawing power that many of the program pictures have.

I believe I have been very fair in giving you preferred playing time on percentage, on most pictures, many of which should not be thus allocated.

I hope to receive a reply immediately.

Yours truly, Harry Schwartz.

.HS/MB.

(Here follows 1 Photolithograph, side folio 6039)

Form 24 Revised (Exchange) 1-40
Printed in U. S. A.

EXHIBIT 273

Paramount Pictures

CANCELLATION OF CONTRACT

THEATRE Paris ZONE 1 EXCHANGE Cincinnati

TOWN Paris, Ky. EXHIBITOR Schines Enterprises (USE SEPARATE BLANK FOR EACH GROUP) GROUP S-10 DATE 8/4/40

INDIVIDUAL PICTURES

PROD. NUMBER	TITLE	CONTRACT DATE	DAYS	RENTAL TERMS	RECORDING CHARGE	PROD. NUMBER	TITLE	CONTRACT DATE	DAYS	RENTAL TERMS	RECORDING CHARGE

IDEAL CONTRACT GROUP CANCELLATIONS

TOTAL NUMBER PRODUCTIONS CANCELLED	ORIGINAL CONTRACT DATE	DESIG. LETTER	CLASSIFICATION TERMS	TOTAL NUMBER PICTURES REMAINING UNDER CLASSIFICATION	LIST PRODUCTION NUMBERS AND CODE TITLE OF PICTURES DESIGNATED TO BE CANCELLED			
					IF PLAYED		NOT PLAYED	
					PROD. NO.	CODE TITLE	PROD. NO.	CODE TITLE
4	12/1/38	A	2 days - 35¢gr.-sc.$2.50	0			NOT DESIGNATED	
10	"	B	1-2 days - $17.50	0			NOT DESIGNATED	
21	"	C	1-2 days - $12.50	0			NOT DESIGNATED	

RECOMMENDATION:-

At time deal sold Schines contemplated second run in Elgin, however, did not go through with it. Cancelling to clear our records.

NET INCREASE OR DECREASE INVOLVED IN THIS CANCELLATION THIS INFORMATION MUST BE FILLED IN. [redacted] 482.50

ADEG T D

DISTRICT MANAGER

BRANCH MANAGER

6039

3826A

[fol. 6040] EXHIBIT 281

729 Seventh Ave., New York City,
Aug. 22nd, 1933.

Mr. Geo. Lynch, Schine Enterprises, Gloversville, N. Y.

DEAR GEORGE:

Listed below are the clearances we have agreed shall apply to the applications signed today for our 1933-34 products:

Bellefontaine: Clearance on East Liberty.

Fremont: 30 days on Bellview and Port Clinton.

Wooster: 30 days on Rittman, Orville and Wadsworth.

Piqua: — Troy. Open Booking.

Ogdensburg: 30 days on Waddington, Norwood and Canton.

Malone: 30 days on Brushton, Chateaugay and Bangor.

Herkimer: 28 days before Ilion. 60 days on Mohawk. 44 days on Frankfort.

Massena: 21 days on Potsdam. 35 days on Brushton, Brasher Falls, Waddington & Norwood. 60 days over 2nd run.

Saranac Lake—15 days on Lake Placid.

Oneonta: 40 days on Morris, Hartwick, Delhi and Stamford. 30 days on Cooperstown.

Little Falls: 30 days on St. Johnsville. 28 days on Ft. Plain. 50 days on Dolgeville. 115 days in Little Falls.

Norwich: 30 days on Sherburne, Sydney, Hamilton, Delhi & Stamford. 35 days in Norwich.

Gloversville: 55 days on Johnstown. 30 days on Fonda, Broadalbin, Sacandaga Park & Mayfield.

Lake Placid: 100 on Lake Placid Club.

[fol. 6041] Lockport, N. Y.: 90 days in town. 30 days over New Fane, Middleport.

Bath, N. Y.: 30 days over Hammondsport, Cohocton, Plattsburg, and Savona.

Carthage, N. Y.: 90 days in Carthage.

Cortland, N. Y.: 30 days over Tully, Marathon, McGrawsville, Homer.

Corning, N. Y.: 115 days in town, 30 days over Painted Post, Addison.

Salamanca, N. Y.: 45 days over Randolph, Little Valley, Elliotsville. Same availability as Olean.

Geneva, N. Y.: 30 days over Seneca Falls, Waterloo, Phelps, Clifton Springs, Lyons, Palmyra. 10 days over Penn Yann.

Newark, N. Y.: 30 days over Lyons, Palmyra and Clyde.

Canandaigua, N. Y.: 21 days over Naples.

Oswego, N. Y.: 120 days in Oswego, 30 days over Fulton, Mineto, Pulaski, Mexico City.

Watertown, N. Y.: 30 days over Adams, Lowville, Sacketts Harbor, Philadelphia, Dexter, Therosa; 14 days over Alexander Bay. 120 days in Watertown.

Glens Falls, N. Y.: 120 days over any house in Glens Falls charging less than 20¢ evening for adults; 30 days over Hudson Falls, Fort Edward; 7 days before Lake George.

Yours sincerely, United Artists Corporation, ——, Asst. General Sales Manager.

HLC:FH.

[fol. 6042] EXHIBIT 282

United Artists Corporation

Inter Office Letter

Date Feb. 21, 1934.

From: (Office) Home. (Dpt.) Sales. (Name) P. N. Lazarus.

To (Office) Buffalo. (Dept.) Sales. (Name) J. Kaplan.

This is in reference to contracts submitted under date of Feb. 19th on Emperor Jones, $35.—2 days and Henry Eighth, $35. 2 days for the Palace Theatre, 2nd run in Lockport, N. Y. with no explanation on forms #41.

We do not understand why you submit these contracts inasmuch as we already have existing second run contracts with the Hi-Art Theatre, namely—Henry Eighth $30.—2 days, Emperor Jones $30.—2 days.

Evidently these Palace contracts are to supercede the existing contracts with the Hi-Art. However, we are not sure about this and we would like to have an explanation from you.

We are holding these two contracts pending receipt of your reply.

LB:EK.

Reply

Our agreement with Schine on the second run contracts was that they were for the Class B house, and any picture which Schine could not play in his Class A house first run, were to play in the Class B house on preferred playing time, and the second run contract cancelled out.

This situation is one where the two pictures in question were played at the Class B house first run; and we were able to resell the second run to the opposition house at more money.

Form 51 to cover is going thru to Home Office today.

JHK-T.

Reply from (Name) Jack Kaplan. (Dept.) Sales. (Date) 2/23/34.

(Here follows 1 photolithograph, side folio 6043)

FORM 51 15M SETS 9-32 M. Y.

EXHIBIT 283

MADE IN U. S. A.

UNITED ARTISTS CORPORATION

729 SEVENTH AVENUE NEW YORK

CONTRACT CHANGE REPORT

BUFFALO
EXCHANGE

Feb. 22, 1934.
DATE

[illegible]
THEATRE

Schine Theatrical Co.
EXHIBITOR

Lockport,
TOWN

N.Y.
STATE

Contract No.	Date Sold	Play Date	PICTURE	Film Rental	Sound License	Amount Deposit	Amount Cancelled or Reduced	Amount Remaining	Circuit Theatres Only
2130	11/22/33	--	[illegible]	$[illegible].00	[illegible]	--	$[illegible].00	--	
1671	"	--	[illegible]	$[illegible].00	"	--	$[illegible].00	--	

CANCELLATION OF CONTRACT REQUESTED

The agreement with Schine as regards second run contract is that those pictures which they cannot play in their Class A house, first run, will play in the Class B house first run, and the second run contract for the Class B house is to be cancelled out.

In this instance, we have resold both these subjects at a higher rate, for second run in Lockport to the opposition house.

[fol. 6044] EXHIBIT 286

UNITED ARTISTS CORPORATION

Inter Office Letter

Date, Oct. 8, 1934.

From: (Office) Buffalo, (Dept.) Sales, (Name) Jack Kaplan.

To: (Office) Home, (Dept.) Sales, (Name) Paul Lazarus.

In re: Strand-Liberty Theatres, Watertown, N. Y., Run 3

Up to last season, we sold the Avon or Olympic Theatres in this town first run, and then sold the Strand second run.

When we sold Schine last year for the 33-34 group, he bought our product for the Avon or Olympic Theatre, first run, and also made a deal with him to play our product second run at the Olympic Theatre, inasmuch as there was an additional theatre opening up there, namely the Palace, in order to protect his first run in the town, he felt that if he bought the pictures for second run also, he could protect himself by getting longer clearance in this town.

After selling Schine both runs, we made a deal with the Strand Theatre for third run on the same group of pictures. This theatre was always our second run account previously and in making a deal with him, we secured the same prices that we had secured from him for second run in past years. As none of the pictures were available at that time with the change of runs in Watertown, and did not become available to him for several months thereafter, the man did not know how the Olympic would affect his business, and as stated previously, it was several months before he was able to play the pictures and then found that the grosses on the third run in town were about one-half of what they were when he bought and played second run, with the result that he would not play the pictures unless we adjusted the prices.

If you will look at the cards, you will notice that the Strand Theatre, third run, pays us considerably more money than Schine does for second run, for you realize that we took every dollar we could possibly get out of this situation for third run on our product. Every possible effort was made on our part for the past several months to get these pictures played off per contract, but it is simply im-

possible to do so unless we can get an adjustment of the prices to more equitable terms in acordance with the business done.

By granting him a reduction of 25% on all the pictures, I believe we can get these played off. Please advise.

JHK-T.

Reply from (Name) —— ——. (Dept.) ——. (Date) —— —, 193-.

[fol. 6045] EXHIBIT 288

UNITED ARTISTS CORPORATION

Inter Office Letter

Date, May 7, 1935.

From: (Office) Buffalo, (Dept.) Sales, (Name) Jack Kaplan.

To: (Office) Home, (Dept.) Sales, (Name) S. W. McGrath.

In re: Palace Theatre, Lockport, N. Y.

The above situation which we have recently sold the unplayed pictures of this season, is a Schine opposition, and is really the best theatre in the town, having the best location and being a modern up-to-date house.

I have a proposition from them today for the following pictures:

Miserables, 40% gross receipts, 5 days including Sunday,

Richelieu, 35% gross receipts, 4 days including Sunday,

Let Em Have It, 30% gross receipts, 4 days, including Saturday or Sunday.

We have been having so much difficulty in getting together with Schine, and while we have not had the results we anticipated from this house so far, I attribute it mainly to the fact that we haven't had a picture on which we could get a break for the reason that we sold this house so late in the season. I honestly believe that there is an opportunity to get some money out of this town and in this situation, and I would like to have the Home Office duly consider all

the facts in this case, and if acceptable, approve this deal so that we can get an early run on the pictures, while they are fresh in the minds of the public and see just what we can do in this theatre.

I wish you would take this up with Harry and see what his reaction is and let me have an early reply as to the Home Office attitude in regard to same.

JHK-T.

Reply

In response to your letter above wish to advise the offers as submitted are approved.

SWM:GC.

Reply from: (Name) S. W. McGrath, (Dept.) Sales, (Date) 5/7/35.

[fol. 6046] EXHIBIT 292

UNITED ARTISTS CORPORATION

Inter Office Letter

Date, February 5th, 1936.

From: (Office) Home, (Dept.) Sales, (Name) S. W. McGrath.

To: (Office) New York, (Dept.) Sales, (Name) Nat Beier.

Re: Ilion, N. Y., Capitol Theatre

It is necessary for us to hold the contracts recently submitted covered by #41's, #106747-#106751 inclusive.

Before considering the deal, we want to be absolutely certain as to the clearance following ten days after Herkimer.

We do not want to encounter any difficulty with the Schine Circuit insofar as clearance is concerned; therefore, we want to be definitely assured that the clearance as submitted in the contracts is satisfactory to the Schine Company.

SWM:SS.

cc; Harry L. Gold, Chas. Stern.

FOR EXCHANGE USE		FOR HOME OFFICE USE		
SALESMAN	EXCHANGE MANAGER	Approval Home Office Sales	O. K. Tabulating Dept.	O. K. Accounting Dept.
KAPLAN				

NOTE:—In "Salesman" Space enter Name of Salesman, if still Employed.
If no longer at Exchange enter "Office" in same space.
If more than one Salesman is involved enter name on line with picture.

6043

3830A

[fol. 6047] UNITED ARTISTS CORPORATION

Inter Office Letter

Date, February 5th, 1936.

From: (Office) Home, (Dept.) Sales, (Name) S. W. McGrath.

To: (Office) New York, (Dept.) Sales, (Name) Nat Beier.

Re: Ilion, N. Y., Capitol Theatre.

It is necessary for us to hold the contracts recently submitted covered by #41's, #106747-#106751 inclusive.

Before considering the deal, we want to be absolutely certain as to the clearance following ten days after Herkimer.

We do not want to encounter any difficulty with the Schine Circuit insofar as clearance is concerned; therefore, we want to be definitely assured that the clearance as submitted in the contracts is satisfactory to the Schine Company.

SWM:SS.

Reply

Confirming telephone conversation, wish to advise that above clearance has been straightened out.

Reply from: (Name) E. Mullen, (Dept.) —, (Date) 2/6/36.

[fol. 6048] EXHIBIT 300

UNITED ARTISTS CORPORATION

Inter Office Letter

Date, 9/16/37.

From: (Office) Buffalo, (Dept.) Office Mgr., (Name) J. A. Bykowski.

To: (Office) Buffalo, (Dept.) Sales, (Name) S. Lehman.

DEAR MR. LEHMAN:

Following is the resume of Schine's clearances, which I consider unfair and should be altered for the 1937-38 season.

Situations that are not mentioned in this letter at all meet with our approval and, therefore, no comment is necessary.

Buffalo, Granada

This situation has always been open booking with Kenmore and as you know, we sold Shea Kenmore on percentage basis and their clearance calls for the same availability as the North Park theatre. This means that according to the Shea set up, we will be unable to give Schine open booking with Kenmore.

I called Bob Murphy on this matter and he was unable to give me any idea how they will book this zone. He did, however, state that it depends on the exchanges when selling Schine.

If they sell the Granada to follow Kenmore, all well and good, but, if the sale is made the same as in the past—open booking with Kenmore, then the Kenmore contracts will have to be altered to conform with that run.

Buffalo, Riverside

In view of the fact that Murphy does not know how the booking for the Kenmore will be done this coming season, I am unable to make any definite statement with reference to this situation.

However, if we are to live up to the present Kenmore contracts, which call for the same availability as Shea's North Park, Kenmore would have to be served ahead of the Riverside, whereas the Riverside theatre in the past had protection of fourteen days over the Kenmore. This, I believe, will also be left up to the discretion of the exchanges.

Geneva

You will find that they request thirty days ahead of Lyons. This town will have to be left out of the Geneva protection entirely as it is our intention to cut the Newark protection over this town; which, if we did, Geneva would interfere as they ofttimes book Newark anywhere from seven to ten days after Geneva.

Newark

The thirty days protection that they have over Clyde, Lyons and Palmyra should be cut down to not more than

ten days. As near as I can determine one of the major Distributors serves these three situations ten days after Newark, whereas ours calls for 30.

[fol. 6049] As you *know* dou*d*t know, this has been the biggest sore spot in Schine's protection and should be cut accordingly.

Oswego

Here is another spot that ofttimes causes a great deal of trouble and I believe that the number of days asked ahead of Fulton is unfair.

This should be no more than fourteen days, which, in my estimation, I think is plenty.

Rochester, Dixie, Liberty, Riviera, State

Although you will note that they have various protections listed for these situations, it does not mean much because in the past we also received a supplementary rider, whereby Schine had to play these four situations within three weeks of available date or lose their protection.

In other words, first run gets thirty days, which would make any pictures available for these situations on the 31st day after first run. The runs following Schine, which usualy are the Fenyvessy houses, could, according to this set-up, get the pictures 21 days later whether Schine was dated or not.

It was, therefore, safe for me to make the Fenyvessy houses available at the same time or 52 days after first run. However, we never experienced any trouble here, inasmuch — Schine has always dated the pictures within that three week period, but for our protection, believe that the same set-up should be made this coming season.

The supplementary rider reads as follows: In order that there won't be any misunderstanding deal made for our Rochester houses are for second, third, fourth, fifth run all to be played within twenty one days or run waived.

The balance of the situations in Rochester are okay.

Salamanca

I believe Franklinville, over which town they ask thirty days, should be left out. Last year was the first season that this protection was requested and why, I cannot say.

I believe it unfair for the reason that Franklinville is quite a distance away from Salamanca and not even on the road between Buffalo and Salamanca. Franklinville is situated between Buffalo and Olean and in order for people from this town to go to Salamanca they would have to go either by way of Olean or up north a few miles and turn left on the road leading to Salamanca.

It is needless for me to say that anything you can do to cut down the protections in accordance with this letter will be of great help to us and enable us to serve a good many of our accounts without hard feelings.

JAB:MF.

[fol. 6050] Clearances

1. Buffalo Exchange

Auburn (Jefferson, Strand or Palace): First run. 30 days ahead of Skaneateles and Seneca Falls.

Bath (Babcock): First run. 30 days ahead of Cohocton, Prattsburg, Savona, and Hammondsport.

Buffalo (Granada): 14 days ahead of Varsity, Central Park, Little Kensington, and Williamsville. Open booking with Kenmore.

Buffalo (Riverside): Immediately after Shea's North Park. 14 days ahead of Jubilee, Park, Pastime, and Kenmore.

Canandaigua (Playhouse): 10 days ahead of Clifton Springs. First run.

Carthage (Strand): First run. 14 days clearance over Lowville. 60 days over second run Carthage.

Corning (Fox or State): 30 days ahead of Plaza Theatre, (Corning) Painted Post and Addison. 60 days on City of Corning. First run.

Corning (State): Second run. 60 days over third run.

Cortland (State or Temple): First run. 30 days ahead of McGrawsville, Homer, Marathon, Tully and Groton.

Geneva (Geneva or Regent): First run. 30 days ahead of Seneca Falls, Waterloo, Phelps, Lyons and Clifton Springs. 10 days on Penn Yan.

Lockport (Rialto or HiArt): First run. 30 days ahead of Newfane and Middleport.

Lockport (HiArt): Second run. 60 days after first run. 60 days over third run.

Newark (Capitol): First run. 30 days ahead of Clyde, Lyons and Palmyra.

Oswego (Strand or Capitol): First run. 30 days ahead of Fulton, Minetto and Pulaski. 60 days City of Oswego.

Oswego (Capitol): Second run. 60 days after first run. 60 days over third run.

Penn Yan (Elmwood): 30 days ahead of Dundee.

Perry (Auditorium):

[fol. 6051] Rochester (Cameo): 14 days ahead of Lyric and Empress Theatres. Immediately after Madison and Monroe.

Rochester (Grand): 14 days ahead of Embassy and Empire Theatres.

Rochester (Lake):

Rochester (Riviera or Liberty): Second run. 14 days on subsequent runs, Hudson and Astor Theatres. 14 days ahead of Hub, Sea Breeze. 30 days ahead of Lake and Hollywood Theatres.

Rochester (Riviera or Liberty): Repeat run.

Rochester (State or Dixie): 14 days ahead of Plaza, Culver and Webster Theatres.

Rochester (State or Dixie): Second run. 30 days ahead of Plaza Theatre. Day and date with Riviera or Liberty. 30 days on Embassy.

Salamanca (Andrews): First run. 30 days ahead of Little Valley, Randolph, Ellicottville and Franklinville. Open booking with Olean.

Seneca Falls (Strand): First run. 30 days ahead of Waterloo—after Geneva. 120 days in Seneca Falls.

Watertown (Avon or Olympic): First run. 60 days ahead of second run. 30 days ahead of Adams, Antwerp, Dexter, Philadelphia, Theresa and Sacketts Harbor.

Watertown (Olympic or Palace): Second run. 60 days over third run.

Watertown (Palace): Third run. 30 days over fourth run.

[fol. 6052] EXHIBIT 307

UNITED ARTISTS CORPORATION

Inter Office Letter

Date: December 7, 1938.

From: (Office) Home (Dept.) Sales (Name) P. N. Lazarus.

To: (Office) Cincinnati (Dept.) Sales (Name) M. Stahl.

Re: Schine Deal, 1938-39

Attached hereto are schedules showing the terms for the pictures of the 1938-39 season that we have sold to Schine.

Relative to the percentage contracts, the following clauses will apply:

It is agreed that the exhibitor shall have the right to deduct the cost of the second feature and bank night in all situations where this policy prevails, and it is understood that only one of these deductions is to be permitted on any of these engagements. The deduction to be made from the gross receipts.

In the percentage towns where the pictures are played on a midnight show, terms for the midnight show to be 5% less than the original terms.

Although playing time is stipulated on the percentage contracts, we have incorporated the following:

Playing time to be mutually agreed upon.

In connection with the flat rental situations, the following clauses will apply:

In all situations where a flat rental picture is used on a midnight show and the midnight show engagement exceeds the number of days the picture is contracted for, the price of the midnight show is to be $10.00.

In any flat rental situation or situations where a picture is used above the contracted number of days, the terms for such additional day or days to be 50% per diem rate.

We have placed the interchange clause on each of the contracts that Mr. Bert Stearn now has. Just as soon as these contracts are signed, we shall send you your copies.

GR:AF

cc Mr. Gold, Mr. Stern, Mr. Stearn, Mr. Dow, Mr. Steele, Mr. Wrege, Mr. Dickstein, Miss Schwartz.

Reply from (Name) —— (Dept) —— (Date) —— 193—

[fol. 6053]

Cincinnati Exchange

Goldwin Pictures

Cowboy and the Lady
The Last Frontier
The Daring Age
Wuthering Heights

Percentage Deal

Town & State	Theatre	No. Days	Terms
Athens, Ohio	Athena	2–3	35%
Lexington, Ky.	Kentucky	3–4–7	35%
Piqua, Ohio	Piqua	2–3	35%
Maysville, Ky.	Russell	2–3	35%

Flat Rental Rate

Town & State	Theatre	No. Days	Cowboy Frontier	Daring Age Wuthering Heights
Lexington, Ky.	Ben-Ali (2nd run)	3–4	$250.00	$200.00
Lexington, Ky.	Strand (3rd run)	1–2–3	93.75	75.00
Paris, Ky.	Bourbon	1–2	125.00	100.00
Richmond, Ky.	Madison	1–2	125.00	100.00
Middlesboro, Ky.		2–3	135.00	110.00
Paris, Ky.	Bourbon (2nd run)	2–3	35.00	25.00
Corbin, Ky		2–3	75.00	60.00

[fol. 6054]

Cincinnati Exchange

Walter Wanger Pictures

Algiers
Stagecoach
Trade Winds
Winter Carnival
Man and His Women

Percentage Deal

Algiers —30% of gross
Trade Winds —30% of gross
Carnival —25% of gross
His Women —25% of gross

Town & State	Stagecoach 35% of gross	No. Days
Athens, Ohio	Athena	2–3
Lexington, Ky.	Kentucky	3–4–7
Piqua, Ohio	Piqua	2–3

Flat Rental Deal

Town & State	Theatre	Algiers Stage-coach	Trade Winds Carnival	His Women	No. Days
Lexington, Ky.	Ben-Ali (2nd run)	$100.00	$75.00	$50.00	3–4
Lexington, Ky.	Strand (3rd run)	75.00	50.00	40.00	1–2–3
Paris, Ky.	Bourbon	60.60	50.00	40.00	1–2
Paris, Ky.	Bourbon (2nd run)	20.08	17.50	15.00	2–3
Richmond, Ky.	Madison	60.00	50.00	40.00	1–2
Maysville, Ky.	Russell	60.00	50.00	40.00	2–3
Middlesboro, Ky.		50.00	40.00	35.00	2–3
Corbin, Ky.		50.00	40.00	35.00	2–3

[fol. 6055]

Cincinnati Exchange

Selznick Pictures
The Young in Heart
Made for Each Other

Percentage Deal

Town & State	Theatre	No. Days	Terms
Athens, Ohio	Athena	2-3	35%
Lexington, Ky.	Kentucky	3-4-7	35%
Piqua, Ohio	Piqua	2-3	35%
Maysville, Ky.	Russell	2-3	35%

Flat-Rental Deal

Lexington, Ky.	Ben-Ali (2nd run)	3-4	$100.00
Lexington, Ky.	Strand (3rd run)	1-2-3	75.00
Paris, Ky.	Bourbon	1-2	60.00
Paris, Ky.	Bourbon (2nd run)	2-3	25.00
Richmond, Ky.	Madison	1-2	60.00
Middlesboro, Ky.		2-3	85.00
Corbin, Ky.		2-3	60.00

[fol. 6056]

Buffalo Exchange

Hal Roach Pictures
There Goes My Heart
Captain Midnight
The Water Gypsies
Topper Takes a Trip

Percentage Deal

Captain Midnight 35% of gross
Gypsies —30% of gross
Topper —25% of gross
There Goes —25% of gross

Town & State			No. Days
Auburn, N. Y.	Auburn	Auburn or Palace	3-4
Corning, N. Y.	Fox	Fox or Palace	2-3
Cortland, N. Y.	State	State or Temple	2-3
Geneva, N. Y.	Geneva	Geneva or Regent	2-3
Lockport, L. I.	Palace	Palace or Rialto	2-3
Oswego, N. Y.	Strand	Strand or Capitol	2-3
Watertown, N. Y.	Avon	Avon or Palace	2-3

Flat Rental Deal

Town & State	Theatre	Captain	Gypsies	Topper There Goes	No. Days
Auburn, N. Y.	Palace (2nd run)	$50.00	$40.00	$25.00	2-3
Bath, N. Y.	Babcock	75.00	65.00	35.00	2-3
Canandaigua, N. Y.	Playhouse	75.00	50.00	30.00	2-3
Carthage, N. Y.	Strand	50.00	40.00	25.00	2-3
Corning, N. Y.	State (2nd run)	30.00	25.00	17.50	2-3
Newark, N. Y.	Capitol	85.00	75.00	40.00	2-3
Penn Yan, N. Y.	Elmwood	75.00	60.00	50.00	2-3
Perry, N. Y.	Auditorium	60.00	40.00	30.00	2-3
Salamanca, N. Y.	Andrews	75.00	60.00	50.00	2-3
Seneca Falls, N. Y.	Strand	50.00	40.00	30.00	2-3
Watertown, N. Y.	Olympic (2nd run)	60.00	50.00	40.00	2-3
Lockport, N. Y.	Hi-Art or Rialto (2nd run)	40.00	35.00	25.00	2-3
Buffalo, N. Y.	Granada	100.00	75.00	50.00	2-3
Buffalo, N. Y.	Riverside	125.00	100.00	60.00	2-3
Rochester, N. Y.	Cameo	35.00	25.00	20.00	2-3
Rochester, N. Y.	Dixie	75.00	60.00	40.00	2-3
Rochester, N. Y.	Grand	40.00	25.00	25.00	2
Rochester, N. Y.	Lake	26.00	17.50	15.00	2-3
Rochester, N. Y.	Liberty	75.00	60.00	40.00	2-3
Rochester, N. Y.	Riviera	175.00	150.00	100.00	3-5
Rochester, N. Y.	State	75.00	60.00	40.00	3-5

[fol. 6057] EXHIBIT 308

March 18th, 1939.

Mr. W. Kraemer,
Schine Circuit, Inc.,
Gloversville, N. Y.

DEAR BILL:

In accordance with your booking request of March 17th, we herewith confirm the change of date on "Drums" from the Olympic-Watertown May 25-26 to the Palace theatre May 28-29.

I notice that your second run dates in this situation are way past availability.

We have always experienced trouble with subsequent runs in Watertown because of the fact that you held up your own second run bookings sixty days after first run and insisted on sixty days protection over third run.

We certainly cannot wait five or six months before making pictures available to the sub runs if we were to base the availabilities on the dates recently given us.

I am, therefore, making the picture available to third run 120 days after first run Watertown, which, I think, is reasonable.

Kindest regards.

Very truly yours, United Artists Corporation, J. A. Bykowski, Office Manager.

JAB:MF

[fol. 6058] EXHIBIT 310

UNITED ARTISTS CORPORATION
1745 East 23rd Street
Cleveland, Ohio

Mary Pickford
Charlie Chaplin
Douglas Fairbanks
Samuel Goldwyn
Alexander Korda

Tel. Prospect 2985

December 15, 1939.

Mr. Edw. Mullen,
New York Exchange.

DEAR MR. MULLEN:

Attached is copy of clearance for the Schine circuit, for situations out of your exchange, on the 1939-40 product.

Very truly yours, United Artists Corporation. Frances Turner, Sec'y to Mr. B. M. Stearn.

ft

[fol. 6059] UNITED ARTISTS

Clearances (1939-40)

New York Territory

Amsterdam (Rialto, Strand or Regent): 30 days ahead of Broadalbin, Fonda and Johnstown.

Ballston (Capital): First run.

Glens Falls (Rialto or Empire): 14 days ahead of Hudson Falls and Fort Edward. 7 days ahead of Lake George. 60 days ahead of second run Glens Falls (Empire): Second run. 60 days ahead of third run.

Gloversville (Glove or Hippodrome): 40 days over Johnstown. 30 days over Broadalbin, Mayfield, Sacandaga Park, Fonda, Northville and Canajoharie.

Hamilton (State): 21 days ahead of Waterville and Oriskany Falls.

Herkimer (Liberty): 21 days from last date of first run Utica. 14 days ahead of Frankfort and Mohawk.

Hudson Falls (Strand): 14 days after first run Glens Falls. 14 days ahead of second run Glens Falls. 14 days ahead of Fort Edward.

Ilion (Capitol): 30 days over Mohawk and Frankfort. 21 days over Richfield Springs.

Little Falls (Rialto or Hippodrome): 90 days City of Little Falls. 14 days over Fort Plain. 30 days over St. Johnsville and Dolgeville.

Malone (Malone): 30 days ahead of Brushton and Chateaugay and Fort Covington.

Massena (Massena): 30 days ahead of Norfolk. 60 days over second run.

Mechanicville (State): First run.

Norwich (Colonial): 30 days over Sherburne, Oxford, Greene, New Berlin and Sidney.

Ogdensburg (Strand or Pontiac): 30 days ahead of Waddington, Canton and Norwood.

Oneonta (Oneonta or Palace): 30 days ahead of Morris, Delhi, Cooperstown, Stamford, Hartwick and Worcester.

Saranac Lake (Pontiac): 30 days ahead of Lake Placid with open booking during periods of June 15th to Sept. 15th; Jan. 15th to Feb. 15th. 90 days over Saranac Inn.

Whitehall (Capitol): First run.

Tupper Lake (State): 30 days ahead of Faust and Sunmount.

[fols. 6060-6061] EXHIBIT 312

December 22, 1939.

Mr. George Lynch,
Schine Thea. Ent.,
Gloversville, N. Y.

DEAR GEORGE:

In line with your conversation with Charlie Stern, I am listing herewith the discrepancies between your 1938-39 clearance and the clearance sheet for 1939-40.

Amsterdam—Rialto, Strand or Regent should read first run.

Gloversville should read first run; 40 days over Johnstown instead of 45 with no clearance over Canajoharie.

Norwich should read 14 days over Oxford and Sidney and not 30 days.

Oneonta should read 14 days over Cooperstown instead of 30 with no clearance over Stamford.

Saranac Lake should read 14 days ahead of Lake Placid.

Inasmuch as we have predicated our deals with other exhibitors on the basis of our last year's clearance, we are changing your 1939-40 clearance to so read.

As a matter of record between your Company and ours, we would appreciate an acknowledgment of this letter.

Yours very truly, United Artists Corporation. ——
——, Office Manager.

EM:LL

[fol. 6062] EXHIBIT 313

SCHINE CIRCUIT, INC.

General Offices: Gloversville, N. Y.

Gloversville, N. Y., December 26, 1939.

Mr. Charles Stern,
United Artists Corp.,
630 Ninth Avenue,
New York City.

DEAR CHARLES:

I am in receipt of a letter from Eddie Mullens in reference to clearance for the 1939-40 contracts.

Amsterdam—he is correct on. It should read first run.

Gloversville—he writes that the clearance should be 40 days over Johnstown instead of 45 days with no clearance over Canajoharie. If he will check up last year's contract, he will find it reads "45 days over Johnstown, 30 days over Canajoharie".

Norwich—he is correct in advising that the clearance should read 14 days over Oxford and Sidney.

Oneonta—he is correct, the clearance should read "14 days over Cooperstown with no clearance over Stamford.

Saranac Lake—the clearance here should read 14 days ahead of Lake Placid.

With kindest regards and best wishes for a Happy and Prosperous New Year, I am

Very truly yours, Schine Circuit, Inc. By: Geo. V. Lynch.

GVL:Z

[fol. 6063] EXHIBIT 314

January 5, 1940

Mr. George Lynch
Schine Thea. Ent.
Gloversville, N. Y.

Dear George:

This will acknokledge receipt of your letter of December 26th regarding the clearances.

After rechecking, I find that the clearance which you signed with Bert Stearn for the 1938-39 product did carry clearance from Gloversville over Canajoharie. However, in checking back further, I find that in previous years there was no clearance from Gloversville over Canajoharie in our contracts.

I believe the fact that this clearance was inserted last year was an oversight on the part of you and Bert Stearn, and we would sincerely appreciate a further check by you, and if you can do so eliminate this clearance on our present contract.

Yours very truly
United Artists Corporation

EM:LL
c.c.ChasStern

Office Manager

[fol. 6064] EXHIBIT 318

Schine Circuit, Inc.
General Offices Gloversville, N. Y.

Gloversville, N. Y.
December 16, 1940.

Mr. S. Lehman,
United Artists Corp.,
Buffalo, N. Y.

Dear Syd:

I note that you served Kit Carson to Sodus, which just opened up and in opposition to Newark and charging 30¢ admission, ahead of Newark.

Most certainly, Syd, and I believe you will agree with me, Newark—which is charging a greater admission price, should be allowed the privilege of playing pictures ahead of a situation charging a lesser admission price.

Would appreciate your checking right into this now and letting me hear from you.

Thanking you and with kindest regards, I am

Very truly yours,
Schine Circuit, Inc.
By: G. V. Lynch

GVL:Z

[fol. 6065] EXHIBIT 319

December 18th, 1940.

Mr. George Lyneh,
Schine Circuit, Inc.,
Gloversville, N. Y.

Dear George:

I have your letter dated December 16th and although you never asked for clearance over Sodus in the past, we will be glad to give it to you, but I believe you will have to ask clearance over Wolcott, in addition to Sodus, due to the fact there is no clearance to or from either of these towns.

Therefore; in the future we will grant you fourteen days, or whatever clearance you see fit to take on towns like Palmyra, etc., in that locality.

I trust this is satisfactory.

Kindest personal regards, and Best Wishes for a very Merry Christmas, I am

Sincerely yours,
United Artists Corporation

Syd Lehman
Branch Sales Manager

SL'C

[fol. 6066] EXHIBIT 321

January 21st, 1937

Mr. Chas. Stern
United Artists Corpn.,
630 Ninth Ave.,
New York, N. Y.

Dear Charlie:

Relative to the conversation we had while in Pittsburgh, of the pictures left out of the Schine deal, and which I would like to sell in Mt. Vernon and Van Wert to the opposition, am herewith listing same:

Divorce of Lady X
Fire Over England
Troop Ship
Dreaming Lips
Accused
Thief in the Night

As regards Van Wert, am not so much concerned about that situation as we can sell a second run there without giving that account any first run pictures.

However, regarding Mt. Vernon, the only reason why we could secure a second run deal on all of our product was due to the fact that we could give the exhibitor—first run pictures, which he needs badly, and incidentally, we can sell same at very respectable prices.

Am sure that George Lynch will cooperate with you in allowing us to sell these pictures to the opposition in Mt. Vernon.

Your kind cooperation in informing me as soon as possible will be appreciated by the writer as I am holding the entire deal, both first and second run, pending your advice that it meets with Lynch's approval for us to sell these pictures to the opposition in Mt. Vernon.

Kindest regards.

Yours sincerely.
United Artists Corporation
Branch Sales Manager

P. S. Am sending a copy of this letter to you in Washington in the event it misses you in New York.

[fol. 6067] EXHIBIT 322

United Artists Corporation
630 Ninth Avenue
New York

Telephone Lackawanna 4-4721
Mary Pickford
Charlie Chaplin
Douglas Fairbanks
Samuel Goldwyn
Alexander Korda

Feb. 8, 1937.

Mr. A. M. Goodman
c/o Cleveland

Dear Matt:

Regret that I have delayed answering your correspondence regarding the pictures left out of the Schine deal and which you would like to sell to the opposition in Mt. Vernon and Van Wert, but have been out of town so much that I haven't had a minute.

However, have tried to contact George Lynch of the Schine organization and am advised that he is away on a vacation and will not be back for several more weeks yet. Am going to follow this up for you as soon as he returns and will advise you what I was able to work out.

Until then, kindest regards,

Sincerely yours,
Charles Stern

CS:sm.

[fol. 6068] EXHIBIT 323

March 8, 1937

Mr. Charles Stern
New York Exchange

Dear Charlie:

In the Cleveland office, I am right down to scratch to get new deals and every possibility means a lot to me. Am referring now to the Mt. Vernon situation. As you know, when Andy Smith made the deal for Schine, he omitted the following pictures in Mt. Vernon:

Divorce of Lady X
Accused
When Thief Meets Thief
Dreaming Lips
Troopship
Fire Over England

There is no legitimate second run in the town. However, the Cleveland office was able to go in there and sell the Schine opposition a second run and the little sugar we had to use were the few pictures that Schine did not buy first run and which this exhibitor did buy first run.

The prices secured are way ahead of the prices we had on Schine and personally, I do not think that Schine would ever pick these pictures up. The exhibitor will not accept approval on the second run deal until we are able to approve these few pictures for first run.

You are a lot more intimate with Schine than I am. Will you therefore please see what you can do to get this matter okayed on these few first run pictures. Will greatly appreciate anything you can do to expedite this matter.

Why don't you drop me a line once in a while and let me know what's new?

Kindest regards.

Sincerely,
United Artists Corporation

BMS:ft
cc/Cleveland office

Bert M. Stearn

EXHIBIT 337

Destroy All Previous Issues

Final Release Schedule 1930-31

June 23, 1931

Fox Film Corporation

1930-31 Release Schedule

Production No.	Release Date	Feature	Cast	Director
200	Aug. 17	Common Clay	Constance Bennett–Lew Ayres–Tully Marshall	Victor Fleming
223	24	Man Trouble	Milton Sills–Dorothy Mackaill	Berthold Viertel
247	31	Last of the Duanes	George O'Brien–Myrna Loy	Alfred Werker
208	Sept. 7	Song O' My Heart	John McCormack–Joyce–Garrick–O'Sullivan	Frank Borzage
229	14	On Your Back	Irene Rich–H. B. Warner–R. Hackett	Guthrie McClintic
207	21	The Sea Wolf	Milton Sills–Jane Keith–R. Hackett	Alfred Santell
204	28	Soup to Nuts	Ted Healy and His Racketeers	Benjamin Stoloff
202	Oct. 5	Liliom	Charles Farrell–Rose Hobart–H. B. Warner	Frank Borzage
203	12	Up the River	Claire Luce–Tracy–Hymer–Collier, Sr.	John Ford
230	19	Scotland Yard	Edmund Lowe–Joan Bennett	William K. Howard
213	26	Renegades	Warner Baxter–Myrna Loy–Noah Beery	Victor Fleming
201	Nov. 2	The Big Trail	John Wayne–Churchill–El Brendel	Raoul Walsh
235	9	The Dancers	Lois Moran–Phillips Holmes–Mae Clarke	Chandler Sprague
226	16	A Devil with Women	Victor McLaglen–Mona Maris–H. Bogart	Irving Cummings
205	23	Just Imagine	El Brendel–O'Sullivan–White–Garrick	David Butler
	30	No Release		
210	Dec. 7	Lightnin'	Will Rogers–Louise Dresser–Joel McCrea	Henry King
224	14	Oh, For a Man!	Jeanette MacDonald–Reginal Denny Marjorie White–Warren Hymer	H. MacFadden
219	21	The Princess and the Plumber	Charles Farrell–Maureen O'Sullivan	A. Korda
231	28	Part Time Wife	Edmund Lowe–Lola Hyams	Leo McCarey
243	Jan. 4	Under Suspicion	Lois Moran–J. Harold Murray	A. F. Erikson
211	11	The Man Who Came Back	Gaynor–Farrell	Raoul Walsh
244	18	Men on Call	Edmund Lowe–Mae Clarke–Harrigan	John Blystone
215	25	Once a Sinner	Mackaill–Joel McCrea–Halliday–Gordon	Guthrie McClintic
248	Feb. 1	Fair Warning	Geo. O'Brien–Louise Huntington	Alfred Werker
232	8	Girls Demand Excitement	Virginia Cherrill, John Wayne	Seymour Felix
220	15	Don't Bet on Women	Lowe, MacDonald, Young, Merkel, Kerrigan	Wm. K. Howard
225	22	Body and Soul	Farrell and Elissa Landi	Alfred Santell
	Mar. 1	East Lynne	Harding, Brook, Nagel, Heggie, Mercer	Frank Lloyd
246	8	Not Exactly Gentlemen	McLaglen, Cody, Gribbon, Wray	Benjamin Stoloff
228	15	Doctors' Wives	Baxter, Joan Bennett, Loftus	Frank Borzage
217	22	Mr. Lemon of Orange	Brendel, Dorsay, Collier, Warren	John Blystone
222	29	Seas Beneath	Geo. O'Brien, Marion Lessing	John Ford
214	Apr. 5	A Connecticut Yankee	Rogers, Loy, O'Sullivan, Wm. Farnum	David Butler
221	12	Charlie Chan Carries On	Oland, Churchill, Hymer, Garrick	H. MacFadden
240	19	3 Girls Lost	Loretta Young, Joan Marsh, Joyce Compton, John Wayne, Lew Cody	Sidney Lanfield
238	26	The Spy	Kay Johnson, Neil Hamilton, Halliday	Berthold Viertel
227	May 3	Quick Millions	Spencer Tracy, Sally Eilers, Marguerite Churchill	Rowland Brown
236	3	Are You There?	Beatrice Lille, Garrick, Grossmith	H. MacFadden
216	10	6 Cylinder Love	Tracy, Sidney Fox, Horton, Merkel	Thornton Freeland
212	17	Young Sinners	Meighan, Dorothy Jordan, Albright	John Blystone
234	24	Always Goodbye	Elissa Landi, Lewis Stone	Mensies-MacKenna
206	31	Women of All Nations	McLaglen, Lowe, Brendel, Nissen	Raoul Walsh
218	June 7	Daddy Long Legs	Janet Gaynor, Warner Baxter	Alfred Santell
233	14	Annabelle's Affairs	Victor McLaglen, Jeanette MacDonald	Alfred Werker
237	21	The Black Camel	Oland, Kerrigan, Eilers	H. MacFadden
239	28	Goldie	Tracy–Hymer–Jean Harlow	Benjamin Stoloff
241	July 5	Hush Money	Bennett, Moore, Albright, Gordon, Loy	Sidney Lanfield
242	12	Their Mad Moment	Baxter–Mackaill–O'Neil	Chandler Sprague
245	19	A Holy Terror	George O'Brien, Sally Eilers	Irving Cummings

Fox Movietone News—Twice Weekly

Destroy All Previous Issues

Fox Film Corporation

1931-32 and 1932-33 Release Schedule

Production No.	Release Date	Feature	Cast	Director
312	Aug. 23	Young As You Feel	Will Rogers, Fifi Dorsay	Frank Borzage
316	30	Transatlantic	Lowe, Nissen, Moran, Halliday, Hersholt	William K. Howard
301	Sept. 6	Merely Mary Ann	Gaynor, Farrell, Mercer	Henry King
309	13	Bad Girl	James Dunn, Sally Eilers, Minna Gombell	Frank Borzage
328	20	The Brat	O'Neill, Dinehart, Albertson, Cherrill, Collyer	John Ford
320	27	The Spider	Lowe, Moran, Phillips, El Brendel	Mensies & MacKenna
326	Oct. 4	Wicked	Landi, McLaglen, Merkel, Rich	Allan Dwan
322	11	Skyline	Meighan, Albright, O'Sullivan, Loy	Sam Taylor
332	18	Riders of the Purple Sage	O'Brien, Churchill, Noah Beery	Hamilton MacFadden
317	25	Sob Sister	James Dunn, Linda Watkins, Gombell	Alfred Santell
306	Nov. 1	The Cisco Kid	Baxter, Lowe, Conchita Montenegro	Irving Cummings
331	8	Heartbreak	Farrell, Cavanaugh, Evans, Albright	Alfred Werker
307	15	The Yellow Ticket	Elissa Landi, Lionel Barrymore, L. Olivier	Raoul Walsh
314	22	Ambassador Bill	Will Rogers, Nissen, Churchill	Sam Taylor
308	29	Over the Hill	Mae Marsh, James Dunn, Sally Eilers	Henry King
325	Dec. 6	Surrender	Warner Baxter, Leila Hyams, Kirkland	William K. Howard
321	13	Good Sport	Watkins, Boles, Nissen, Dinehart	Kenneth MacKenna
	20	No Release		
302	27	Delicious	Gaynor, Farrell, Brendel	David Butler
333	Jan. 3	Rainbow Trail	O'Brien, Ates, Kerrigan, Parker	David Howard
323	10	Stepping Sisters	Dresser, Gombell, Howland, Collier, Sr.	Seymour Felix
311	17	Dance Team	Dunn, Eilers, Maynard, Lane	Sidney Lanfield
324	24	Charlie Chan's Chance	Oland, Watkins, Warner, Nixon	John Blystone
	31	No Release		
327	Feb. 7	Silent Witness	Atwill, Mack, Nissen, Heyburn	Varnel & Hough
310	14	Cheaters at Play	Meighan, Bakewell, Greenwood, Weeks, Watkins	Hamilton McFadden
319	21	She Wanted a Millionaire	Bennett, Tracy, Merkel, Kirkwood	John Blystone
339	28	The Gay Caballero	O'Brien, Montenegro, McLaglen, Gordon	Alfred Werker
313	Mar. 6	Business and Pleasure	Will Rogers, Goudal, McCrea	David Butler
318	13	After Tomorrow	Farrell, Gombell, Nixon, Collier, Sr., Hull	Frank Borzage
305	20	Disorderly Conduct	Tracy, Brendel, Eilers, Bellamy	John Considine, Jr.
335	27	The Devil's Lottery	Landi, Cavanaugh, Kirkland, McLaglen	Sam Taylor
334	Apr. 3	Careless Lady	Bennett, Boles, Gombell, Lane	Kenneth MacKenna
336	10	Amateur Daddy	Baxter, Nixon	John Blystone
315	17	Young America	Tracy, Bellamy, Mercer, Kenyon, Conlon	Frank Borzage
	24	No Release		
337	May 1	Trial of Vivienne Ware	Bennett, Dinehart, Bond, Gallagher	William K. Howard
329	8	While Paris Sleeps	McLaglen, Mack, Bakewell	Allan Dwan
330	15	Woman in Room 13	Landi, Bellamy, Loy, Hamilton	Henry King
341	22	Man About Town	Baxter, Morley, Tearle	John F. Dillon
342	29	Society Girl	Dunn, Peggy Shannon, Tracy	Sidney Lanfield
	June 5	No Release		
346	12	Mystery Ranch	O'Brien, Parker	David Howard
338	19	Week Ends Only	Bennett, Ben Lyon, Halliday	Alan Crosland
345	26	Bachelors Affairs	Menjou, Marsh, Gombell, Dinehart	Alfred Werker
303	July 3	Rebecca—Sunnybrook Farm	Nixon, Bellamy	Alfred Santell
	10	No Release		
344	17	Almost Married	Heming, Bellamy, Kirkland	William Mensies
49	24	Cry of the World	Depiction of the Past Ten Years Strife	
304	31	First Year	Gaynor, Farrell	William K. Howard
50	Aug. 7	Congorilla	Mr. and Mrs. Martin Johnson	
347	14	A Passport to Hell	Landi, Kirkland, Oland	Frank Lloyd
340	21	The Painted Woman	Tracy, Shannon	John Blystone
	28	No Release		
8	Sept. 4	Down to Earth	Rogers, Rich, Jordan, Kemp	John Blystone
	11	To be announced		
7	18	Chandu	Lowe, Ware, Lugosi, Mundin	Varnel & Mensies

Magic Carpet of Movietone

1932			
Aug. 14	33- 1	Alpine Echoes	
21	33- 4	Incredible India	
28	33- 2	Big Game of the Sea	
Sept. 4	33- 3	Tom-Tom Trail	
11	33- 7	Byways of France	
18	33- 5	Manhattan Medley	
25	33- 9	Rhineland Memories	
Oct. 2	33- 8	Fisherman's Fortune	
9	33- 6	Zanzibar	

Fox Film Corporation 1932-33 Release Schedule

Final

Release Date	No. Production	Production	Cast	Director
Aug. 7	30	Congorilla	Mr. and Mrs. Martin Johnson	
Sept. 4	8	Down to Earth	Rogers, Rich, Jordan, Kemp	David Butler
11	—	No Release		
18	7	Chandu	Lowe, Ware, Lugosi, Mundin, Walthal	Varnel & Mennies
25	5	Hat Check Girl	Eilers, Lyon, Ginger Rogers, Owsley	Sidney Lanfield
Oct. 2	—	No Release		
9	38	Wild Girl	Farrell, Bennett, Bellamy, Pallette	Raoul Walsh
16	11	6 Hours to Live	Baxter, Boles, Miriam Jordan	William Dieterle
23	10	Rackety Rax	McLaglen, Nixon, Pierson	Alfred Werker
30	26	The Golden West	O'Brien, Chandler, Burns	David Howard
Nov. 6	16	Sherlock Holmes	Clive Brook, Jordan, Torrence, Mundin	William K. Howard
13	9	Too Busy to Work	Will Rogers, Marian Nixon	John Blystone
20	2	Tess of the Storm Country	Janet Gaynor, Charles Farrell	Alfred Santell
27	3	Call Her Savage	Clara Bow, Owsley Todd, Roland	John Francis Dillon
Dec. 4	35	Me and My Gal	Bennett, Tracy, Burns	Raoul Walsh
11	—	No Release		
18	—	No Release		
25	15	Handle With Care	Dunn, Mallory, Brendel, Phelps	David Butler
Jan. 1	24	Robber's Roost	O'Brien, Maureen O'Sullivan	Louis King
8	12	Second Hand Wife	Eilers, Bellamy, Jory, Helen Vinson	Hamilton McFadden
15	43	Hot Pepper	McLaglen, Lowe, Veles, Brendel	John Blystone
22	32	Face in the Sky	Tracy, Nixon, Erwin, Simpson	Harry Lachman
27	—	No Release		
Feb. 3	39	Dangerously Yours	Baxter, Miriam Jordan, Mundin	Frank Tuttle
10	17	Infernal Machine	Chester Morris, G. Tobin, Jory	Marcel Varnel
10	47	State Fair	Gaynor, Will Rogers, Ayres, Eilers	Henry King
17	25	Smoke Lightning	O'Brien, Nell O'Day, Betsy Ross	David Howard
24	34	Broadway Bad	Blondell, Cortez, Ginger Rogers	Sidney Lanfield
Mar. 3	31	Humanity	Ralph Morgan, Kirkland, Mallory	John F. Dillon
10	18	Sailor's Luck	Dunn, Eilers, Sammy Cohen, Jory	Raoul Walsh
17	41	After the Ball	Esther Ralston, Basil Rathbone	Milton Rosmer
24	20	Pleasure Cruise	Roland Young, Genevieve Tobin	Frank Tuttle
31	28	Bondage	Dorothy Jordan, Kirkland, Tottenham	Alfred Santell
Apr. 7	—	No Release	(Holy Week)	
14	13	Hello Sister!	James Dunn, Boots Mallory	Alfred Werker
15	48	Cavalcade	Clive Brook, Diana Wynyard	Frank Lloyd
21	37	Trick for Trick	Ralph Morgan, Victor Jory, Sally Blane	Hamilton McFadden
28	36	Zoo in Budapest	Gene Raymond, Loretta Young	Rowland V. Lee
May 5	—	No Release		
12	30	The Warrior's Husband	Elissa Landi, Ernest Truex	Walter Lang
19	42	Adorable	Janet Gaynor, Henry Garat	Wilhelm Dieterle
26	14	Hold Me Tight	James Dunn, Sally Eilers	David Butler
June 2	21	It's Great To Be Alive	Raul Roulien, Gloria Stuart, Mundin	Alfred Werker
9	—	No Release		
16	1	I Loved You Wednesday	Warner Baxter, Elissa Landi, Jory	Henry King
23	40	Best of Enemies	Marian Nixon, Buddy Rogers	Rian James
30	23	Arizona to Broadway	James Dunn, Joan Bennett	James Tinling
July 7	27	Life in the Raw	George O'Brien, Claire Trevor	Louis King
14	33	The Man Who Dared	Zita Johann, Preston Foster	Hamilton McFadden
21	4	The Devil's In Love	Victor Jory, Loretta Young	Wilhelm Dieterle
28	29	F. P. 1	Conrad Veidt, Jill Esmond, Leslie Fenton	Karl Hartl
Aug. 4	—	No Release		
11	22	Shanghai Madness	Spencer Tracy, Fay Wray	John Blystone

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Magic Carpet of Movietone

1932			
Aug. 14	33- 1	Alpine Echoes	
21	33- 4	Incredible India	
28	33- 2	Big Game Of The Sea	
Sept. 4	33- 3	Tom-Tom Trail	
11	33- 7	Byways Of France	
18	33- 5	Manhattan Medley	
25	33- 9	Rhineland Memories	
Oct. 2	33- 8	Fisherman's Fortune	
9	33- 6	Zanzibar	
16	33-10	Belles Of Bali	
23	33-11	Sailing A Square Rigger	
30	33-12	Venetian Holiday	
Nov. 6	33-13	Havana Ho!	
Nov. 13	33-14	Paths In Palestine	
20	33-15	Rickshaw Rhythm	
27	33-16	Pirate Isles	
Dec. 4	33-18	From Kashmir To Khyber	
11	33-17	Silver Springs	
18	33-19	Desert Tripoli	
25	33-20	In The Guianas	
1933			
Jan. 1	33-21	Mediterranean Memories	
8	33-22	Lure Of The Orient	
15	33-23	Here Comes The Circus	
1933			
Jan. 22	33-24	Sicilian Sunshine	
29	33-25	Gorges Of The Giants	
Feb. 5	33-26	When In Rome	
12	33-27	Berlin Medley	
19	33-28	Rhapsody Of The Rails	
26	33-29	Taking The Cure	
Mar. 5	33-31	Paris On Parade	
12	33-32	Isles Of The East Indies	
19	33-33	Iceberg Patrol	
26	33-34	A Gondola Journey	
Apr. 2	33-35	Broadway By Day	
9	33-36	Sampans And Shadows	
15	33-30	Down From Vesuvius	

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Fox Film Corporation 1933-34 Feature Releases

Final Schedule

Release Date	Prod. No.	Running Time Min.	Production	Cast	Director
Aug. 18	408	95	Pilgrimage*	H. Crosman, H. Angel, N. Foster, M. Nixon	John Ford
24	402	60	The Last Trail*	Geo. O'Brien, Claire Trevor, El Brendel	James Tinling
Sept. 1	401	73	Paddy, The Next Best Thing*	Janet Gaynor, Warner Baxter	Harry Lachman
8	404	85	The Good Companions	Jesse Matthews	Victor Saville
15	405	70	Charlie Chan's Greatest Case*	Warner Oland, Heather Angel	Hamilton MacFadden
22	406	76	Doctor Bull*	Will Rogers, Louise Dresser, M. Nixon	John Ford
29	407	74	My Weakness*	Lilian Harvey, Lew Ayres, Harry Langdon	David Butler
Oct. 6	408	76	The Power And The Glory*	Spencer Tracy, Colleen Moore, R. Morgan	William K. Howard
13	409	73	Walls of Gold*	Sally Eilers, Norman Foster	Kenneth MacKenna
20	410	75	The Worst Woman In Paris?	Benita Hume, Adolph Menjou, Harvey Stephens	Monta Bell
27	414	73	The Mad Game*	Spencer Tracy, Claire Trevor, R. Morgan	Irving Cummings
Nov. 3	412	87	Berkeley Square	Leslie Howard, Heather Angel	Frank Lloyd
10	413	79	My Lips Betray*	Lilian Harvey, John Boles, El Brendel	John Blystone
17	417	66	Olsen's Big Moment	El Brendel, Barbara Weeks, Walter Catlett	Malcolm St. Clair
24	415	68	Jimmy and Sally	James Dunn, Claire Trevor	James Tinling
30	416	78	Hoop-La*	Clara Bow, Preston Foster, Herbert Mundin	Frank Lloyd
Dec. 8	411	69	Smoky*	Victor Jory, Irene Bentley, Will James	Eugene J. Forde
15	418	85	I Was A Spy	Herbert Marshall, Conrad Veidt, M. Carroll	Victor Saville
22	419	69	Mr. Skitch*	Will Rogers, Zasu Pitts, Rochelle Hudson	James Cruze
29	420	80	As Husbands Go*	Warner Baxter, Helen Vinson, Warner Oland	Hamilton MacFadden
Jan. 5	421	98	I Am Susanne!*	Lilian Harvey, Gene Raymond, Marionettes	Rowland V. Lee
12	422	72	Orient Express*	H. Angel, N. Foster, R. Morgan, H. Mundin	Paul Martin
19	423	66	Frontier Marshal*	George O'Brien, Irene Bentley	Lew Seiler
26	424	69	Sleepers East*	Wynne Gibson, Preston Foster, Mona Barrie	Kenneth MacKenna
Feb. 2	425	82	Carolina*	Janet Gaynor, Lionel Barrymore, Robert Young, Henrietta Crosman	Henry King
9	426	72	Ever Since Eve	George O'Brien, Mary Brian, Herbert Mundin	George Marshall
16	427	65	Hold That Girl!	James Dunn, Claire Trevor	Hamilton MacFadden
16	429	60	Devil Tiger	Marion Burns, Kane Richmond, Harry Woods	Clyde E. Elliot
23	428	68	I Believed In You	Rosemary Ames, Victor Jory, John Boles	Irving Cummings
Mar. 2	431	83	David Harum*	Will Rogers, Louise Dresser, Evelyn Venable	James Cruze
9	430	79	Coming Out Party	Frances Dee, Gene Raymond, Alison Skipworth	John Blystone
16	438	78	George White's Scandals*	Rudy Vallee, Alice Faye, Jimmy Durante, Cliff Edwards, Adrienne Ames, George White	George White
23	433	65	3 On A Honeymoon	Sally Eilers, Zasu Pitts, Henrietta Crosman	James Tinling
23	434	84	The Constant Nymph	Brian Aherne, Victoria Hopper	Basil Dean
30	437	84	Bottoms Up*	Spencer Tracy, Pat Paterson, John Boles	David Butler
Apr. 6	432	74	Murder In Trinidad	Nigel Bruce, Heather Angel, Victor Jory	Louis King
13			No Release		
20	436	79	All Men Are Enemies	Hugh Williams, Helen Twelvetrees, Mona Barrie	George Fitzmaurice
27	444	81	Heart Song	Lilian Harvey, Charles Boyer	Frederich Hollaender
May 4	435	80	Stand Up and Cheer*	All Stat Cast	Hamilton MacFadden
4	442	81	Such Women Are Dangerous	Warner Baxter, Rosemary Ames, Rochelle Hudson	James Flood
11	447	87	Now I'll Tell by Mrs. Arnold Rothstein	Spencer Tracy, Helen Twelvetrees, Alice Faye	Edwin Burke
18	441	76	Change Of Heart	Janet Gaynor, Charles Farrell, James Dunn, Ginger Rogers	John Blystone
25	445	73	Springtime For Henry	Otto Kruger, Nancy Carroll, Nigel Bruce, Heather Angel, Herbert Mundin	Frank Tuttle
June 1	446	64	Call It Luck	Pat Paterson, Herbert Mundin, Charles Starrett	James Tinling
8	440	77	Wild Gold	John Boles, Claire Trevor, Harry Green	George Marshall
15			No Release		
22	439	73	Baby Take A Bow	Shirley Temple, James Dunn, Claire Trevor	Harry Lachman
29	448	76	She Learned About Sailors	Lew Ayres, Alice Faye, Harry Green, Frank Mitchell and Jack Durant	George Marshall*
July 6	443		Charlie Chan's Courage	Warner Oland, Drue Layton, Donald Woods	George Hadden
13			No Release		
20	451		She Was A Lady	Helen Twelvetrees, Donald Woods, Ralph Morgan	Hamilton MacFadden
27	450		Grand Canary	Warner Baxter, Madge Evans	Irving Cummings
27	452	81	Handy Andy*	Will Rogers, Peggy Wood, Mary Carlisle	David Butler

* Denotes Pictures to be Re-Recorded on Disc.

Fox Film Corporation

1934-35 Feature Releases

Final Release Schedule

Release Date	Prod. No.	Running Time Min.	Production	Cast	Director
Aug. 17	501	100	The Cat's Paw	Harold Lloyd, Una Merkel, George Barbier	Sam Taylor
24	502	68	Pursued	Rosemary Ames, Victor Jory, Pert Kelton	Louis King
31	503	92	The World Moves On	Madeleine Carroll, Franchot Tone, Reginal Denny, Stepin Fetchit, Louise Dresser	John Ford
Sept. 7	504	88	Servants' Entrance	Janet Gaynor, Lew Ayres, Ned Sparks, Walter Connolly	Frank Lloyd
14	505	77	Charlie Chan in London	Warner Oland, Drue Leyton	Eugene Forde
21	506	73	Love Time	Pat Patterson, Nils Asther, Herbert Mundin, Harry Green, Henry B. Walthall	James Tinling
21	507	64	The Dude Ranger	George O'Brien, Irene Hervey	Edward F. Cline
28	509	79	Judge Priest	Will Rogers, Tom Brown, Anita Louise, Henry B. Walthall, Stepin Fetchit	John Ford
Oct. 5	508	101	Caravan	Charles Boyer, Loretta Young, Jean Parker	Erik Charell
12	514	74	365 Nights in Hollywood	James Dunn, Alice Faye, Frank Mitchell, Jack Durant, John Bradford	George Marshall
19	516	69	Peck's Bad Boy	Jackie Cooper, Thomas Meighan, Jackie Searl, O. P. Heggie, Dorothy Peterson	Edward F. Cline
26	511	88	Marie Galante	Spencer Tracy, Ketti Gallian, Ned Sparks, Helen Morgan, Siegfried Rumann	Henry King
Nov. 2	510	72	Elinor Norton	Claire Trevor, Gilbert Roland, Henrietta Crosman, Norman Foster, Hugh Williams	Hamilton MacFadden
2	512	80	Gambling	George M. Cohan, Wynne Gibson, Dorothy Burgess	Rowland V. Lee
9	517	80	Hell-in the Heavens	Warner Baxter, Conchita Montenegro, Russell Hardie, Herbert Mundin	John Blystone
16	518	83	The White Parade	Loretta Young, John Boles, Astrid Allwyn	Irving Cummings
23	519	78	The First World War	Edited by Laurence Stallings—Produced by Truman Talley	
23	520	74	Bachelor of Arts	Tom Brown, Anita Louise, Henry B. Walthall, Stepin Fetchit	Louis King
30			No Release		
Dec. 7	513	81	Music in the Air	Gloria Swanson, John Boles, Douglass Montgomery, Jane Lang	Joe May
14			No Release		
21	522	74	Helldorado	Richard Arlen, Madge Evans, Ralph Bellamy, Henry B. Walthall, Stepin Fetchit	James Cruze
28	524	83	Bright Eyes	Shirley Temple, James Dunn, Judith Allen, Jane Darwell, Lois Wilson	David Butler
Jan. 4	523	82	Lottery Lover	Lew Ayres, Pat Patterson, Peggy Fears, Reginald Denny, Alan Dinehart	William Thiele
11	525	78	County Chairman	Will Rogers, Evelyn Venable, Kent Taylor, Louise Dresser, Stepin Fetchit	John Blystone
18	515	69	Mystery Woman	Mona Barrie, Gilbert Roland, John Halliday, Rod LaRocque, Mischa Auer	Eugene Forde
25	526	70	Charlie Chan in Paris	Warner Oland, Mary Brian, Thomas Beck, Erik Rhodes	Lewis Seiler
Feb. 1	521	69	Under Pressure	Edmund Lowe, Victor McLaglen, Florence Rice, Marjorie Rambeau, Charles Bickford	Raoul Walsh
8	530	72	Baboona	Mr. and Mrs. Martin Johnson	
15	529	87	One More Spring	Janet Gaynor, Warner Baxter, Walter King, Jane Darwell, Roger Imhof—Stepin Fetchit	Henry King
15	527	66	When a Man's a Man	George O'Brien, Dorothy Wilson, Paul Kelly	Edward F. Cline
22	531	80	Little Colonel	Shirley Temple, Lionel Barrymore, Evelyn Venable, John Lodge, Bill Robinson	David Butler
Mar. 1			No Release		
8	532	70	Great Hotel Murder	Edmund Lowe, Victor McLaglen, Rosemary Ames, Mary Carlisle	Eugene Forde
15			No Release		
22	533	79	Life Begins at 40	Will Rogers, Rochelle Hudson, Richard Cromwell, George Barbier, Jane Darwell	George Marshall
29	534	83	George White's Scandals	Alice Faye, James Dunn, Ned Sparks, George White, Lyda Roberti, Cliff Edwards	George White
Apr. 5	537	70	$10 Raise	Edward Everett Horton, Karen Morley, Alan Dinehart, Glen Boles	George Marshall
12	536	71	It's A Small World	Spencer Tracy, Wendy Barrie, Raymond Walburn, Virginia Sale, Astrid Allwyn	Irving Cummings
19	535	58	Spring Tonic	Lew Ayres, Claire Trevor, Walter King, ZaSu Pitts, Jack Haley	Clyde Bruckman
26			No Release		

Release Date	Prod. No.	Running Time Min.	Production	Cast	Director
May 3	540	69	Ladies Love Danger	Mona Barrie, Gilbert Roland, Donald Cook, Adrienne Ames, Hardie Albright	H. Bruce Humberstone
10	538	67	Cowboy Millionaire	George O'Brien, Edgar Kennedy	Edward F. Cline
17	539	63	Our Little Girl	Shirley Temple, Rosemary Ames, Joel McCrea, Lyle Talbot, Erin O'Brien-Moore	John Robertson
24	528	75	Daring Young Man	James Dunn, Mae Clarke, Neil Hamilton, Warren Hymer, Stanley Fields	William A. Seiter
31	541	78	Under the Pampas Moon	Warner Baxter, Ketti Gallian, Veloz and Yolanda, John Miljan	James Tinling
June 7	542	73	Doubting Thomas	Will Rogers, Billie Burke, Alison Skipworth, Sterling Holloway, Gail Patrick	David Butler
14	543	75	Black Sheep	Edmund Lowe, Claire Trevor, Tom Brown, Eugene Pallette, Adrienne Ames	Allan Dwan
21	544	72	Charlie Chan in Egypt	Warner Oland, Pat Paterson, Thomas Beck, Rita Cansino, Stepin Fetchit	Louis King
28			No Release		
July 5	545	74	Ginger	Jane Withers, Jackie Searle, Walter King, Katherine Alexander, O. P. Heggie	Lewis Seiler
12	546		Orchids to You	John Boles, Jean Muir, Charles Butterworth	William A. Seiter
19	547		Silk Hat Kid	Lew Ayres, Mae Clarke, Paul Kelly	H. Bruce Humberstone
19	548		Hard Rock Harrigan	George O'Brien, Irene Hervey	David Howard
26	549		Curly Top	Shirley Temple, John Boles, Rochelle Hudson, Jane Darwell	Irving Cummings

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February 14th, 1936

Twentieth Century-Fox Film Corporation 1935-36 Feature Releases No. 1

Final Release Schedule

Release Date	Prod. No.	Running Time Min.	Production	Cast	Director
Aug. 2	608	91	The Farmer Takes A Wife	Janet Gaynor, Henry Fonda, Charles Bickford, Slim Summerville	Victor Fleming
9	603	72	Welcome Home	James Dunn, Arline Judge, Raymond Walburn, Rosina Lawrence	James Tinling
16	605	68	Dressed To Thrill	Tutta Rolf, Clive Brook, Robert Barrat, Nydia Westman	Harry Lachman
23	611	88	Dante's Inferno	Spencer Tracy, Claire Trevor, Henry B. Walthall, Alan Dinehart	Harry Lachman
30	604	77	Rebeads On Parade	John Boles, Dixie Lee, Jack Haley, Raymond Walburn, Alan Dinehart	Norman McLeod
Sept. 6	612	80	Steamboat Round The Bend	Will Rogers, Anne Shirley, Irving S. Cobb, Eugene Pallette, Stepin Fetchit	John Ford
13	602	76	The Gay Deception	Francis Lederer, Frances Dee, Benita Hume, Alan Mowbray	William Wyler
20	613	67	Thunder In The Night	Edmund Lowe, Karen Morley, Paul Cavanagh, Una O'Connor	George Archainbaud
27	607	58	Thunder Mountain	George O'Brien, Barbara Fritchie, Frances Grant, Morgan Wallace	David Howard
Oct. 4	609	86	Here's To Romance	Nino Martini, Genevieve Tobin, Anita Louise, Maria Gambarelli, Mme. Schumann-Heink	Alfred E. Green
11	610	70	Charlie Chan in Shanghai	Warner Oland, Irene Hervey, Charles Locher, Russell Hicks, Keye Luke	James Tinling
18	614	65	This Is The Life	Jane Withers, John McGuire, Sally Blane, Sidney Toler, Francis Ford	Marshall Neilan
25	615	56	Bad Boy	James Dunn, Dorothy Wilson, Louise Fazenda, Victor Kilian	John Blystone
25	616	84	Way Down East	Rochell Hudson, Henry Fonda, Slim Summerville, Margaret Hamilton, Andy Devine	Henry King
Nov. 1	619	66	Music Is Magic	Alice Faye, Ray Walker, Bebe Daniels, Mitchell and Durant	George Marshall

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Release Date	Prod. No.	Running Time Min.	Production	Cast	Director
8	618	79	*Metropolitan	Lawrence Tibbett, Virginia Bruce, Alice Brady, Cesar Romero, Thurston Hall	Richard Boleslawski
15	617	87	*Thanks A Million	Dick Powell, Ann Dvorak, Fred Allen, Patsy Kelly, Paul Whiteman and Band with Ramona, Rubinoff	Roy Del Ruth
22	601	84	In Old Kentucky	Will Rogers, Dorothy Wilson, Russell Hardie, Charles Sellon, Bill Robinson	George Marshall
29	620	66	*The Man Who Broke The Bank at Monte Carlo	Ronald Colman, Joan Bennett, Colin Clive, Nigel Bruce	Stephen Roberts
29	606	72	Navy Wife	Claire Trevor, Ralph Bellamy, Jane Darwell, Warren Hymer, Ben Lyon	Allan Dwan
Dec. 6	621	76	*Show Them No Mercy	Rochelle Hudson, Cesar Romero, Bruce Cabot, Edward Norris	George Marshall
13	622	68	Your Uncle Dudley	Edward Everett Horton, Lois Wilson, John McGuire, Rosina Lawrence	Eugene Forde
20	623	67	Whispering Smith Speaks	George O'Brien, Irene Ware, Kenneth Thomson	David Howard
27	624	73	The Littlest Rebel	Shirley Temple, John Boles, Jack Holt, Karen Morley, Bill Robinson	David Butler
Jan. 3	625	88	King of Burlesque	Warner Baxter, Alice Faye, Jack Oakie, Mona Barrie, Arline Judge, Gregory Ratoff	Sidney Lanfield
10	626	71	Charlie Chan's Secret	Warner Oland, Rosina Lawrence, Charles Quigley, Henrietta Crosman	Gordon Wiles
17	627	76	Paddy O'Day	Jane Withers, Pinky Tomlin, Rita Cansino, Jane Darwell, George Givot	Lewis Seiler
24	628	78	*Professional Soldier	Victor McLaglen, Freddie Bartholomew, Gloria Stuart, Constance Collier, Michael Whalen, C. Henry Gordon	Lav Garnett
31	630	68	My Marriage	Claire Trevor, Kent Taylor, Pauline Frederick, Paul Kelly, Helen Wood, Thomas Beck	George Archainbaud

*Indicates Twentieth Century Pictures.

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July 13th, 1936

Twentieth Century-Fox Film Corporation 1935-36 Feature Releases No. 2

Final Release Schedule

Release Date	Prod. No.	Running Time Min.	Production	Cast	Director
Feb. 7	637	62	The Jones Family In Every Saturday Night	Jed Prouty, Spring Byington, June Lang, Florence Roberts, Kenneth Howell	James Tinling
14	631	79	*It Had To Happen	George Raft, Rosalind Russell, Leo Carillo, Arline Judge, Alan Dinehart, Andrew Tombes	Roy Del Ruth
21	633	62	Here Comes Trouble	Paul Kelly, Arline Judge, Mona Barrie, Gregory Ratoff, Sammy Cohen	Lewis Seiler
28	638	95	*The Prisoner of Shark Island	Warner Baxter, Gloria Stuart, Claude Gillingwater, Arthur Byron, O. P. Heggie	John Ford
Mar. 6	636	94	The Country Doctor	Dionne Quintuplets, Jean Hersholt, June Lang, Slim Summerville, Michael Whalen, Dorothy Peterson	Henry King
13	642	72	Song and Dance Man	Claire Trevor, Paul Kelly, Michael Whalen, Ruth Donnelly	Allan Dwan
20	634	84	Everybody's Old Man	Irvin S. Cobb, Rochelle Hudson, Johnny Downs, Norman Foster, Alan Dinehart	James Flood
27	640	71	Charlie Chan At The Circus	Warner Oland, Keye Luke, George and Olive Brasno	Harry Lachman
27	639	59	O'Malley Of The Mounted	George O'Brien, Irene Ware, Stanley Fields	David Howard
Apr. 3	641	63	Gentle Julia	Jane Withers, Tom Brown, Marsha Hunt, Jackie Searl	John Blystone
10	632	85	*A Message To Garcia	Wallace Berry, Barbara Stanwyck, John Boles, Alan Hale, Herbert Mundin	George Marshall
17	635	77	Captain January	Shirley Temple, Guy Kibbee, Slim Summerville, June Lang, Buddy Ebsen, Sara Haden	David Butler
24	643	68	The Country Beyond	Rochelle Hudson, Paul Kelly, Robert Kent, Alan Hale, Alan Dinehart, "Buck" (Dog)	Eugene Forde
24	699	85	†A Connecticut Yankee	Will Rogers, Myrna Loy, Maureen O'Sullivan, William Farnum	David Butler
May 1	644	110	*Under Two Flags	Ronald Colman, Claudette Colbert, Victor McLaglen, Rosalind Russell, Gregory Ratoff, Nigel Bruce, Herbert Mundin	Frank Lloyd

Release Date	Prod. No.	Running Time Min.	Production	Cast	Director
8	629	59	Champagne Charlie	Paul Cavanagh, Helen Wood, Thomas Beck, Minna Gombell, Herbert Mundin	James Tinling
15	646	74	The First Baby	Johnny Downs, Shirley Deane, Jane Darwell, Dixie Dunbar	Lewis Seiler
22	647	66	*Half Angel	Frances Dee, Brian Donlevy, Charles Butterworth, Helen Westley, Henry Stephenson, Sara Haden	Sidney Lanfield
29	652	66	Human Cargo	Claire Trevor, Brian Donlevy, Alan Dinehart, Ralph Morgan, Helen Troy	Allan Dwan
June 5	645	79	Private Number	Robert Taylor, Loretta Young, Basil Rathbone, Patsy Kelly, Joe Lewis, Marjorie Gateson	Roy Del Ruth
12	651	72	Little Miss Nobody	Jane Withers, Jane Darwell, Ralph Morgan, Sara Haden, Harry Carey	John Blystone
19	648	79	*Sins Of Man	Jean Hersholt, Don Ameche, Allen Jenkins, J. Edward Bromberg, Ann Shoemaker	Otto Brower and Gregory Ratoff
26	655	76	The Crime Of Dr. Forbes	Gloria Stuart, Robert Kent, Henry Armetta, J. Edward Bromberg, Sara Haden, Alan Dinehart	George Marshall
July 3	649	74	*White Fang	Michael Whalen, Jean Muir, Slim Summerville, Charles Winninger, John Carradine, Jane Darwell, Lightning (dog)	David Butler
3	650	59	The Border Patrolman	George O'Brien, Polly Ann Young, Roy Mason	David Howard
10	654	57	The Jones Family In Educating Father	Jed Prouty, Shirley Deane, Dixie Dunbar, Spring Byington, Kenneth Howell, June Carlson	James Tinling
17	653	63	High Tension	Brian Donlevy, Glenda Farrell, Norman Foster, Helen Wood, Robert McWade	Allan Dwan
24	656		36 Hours To Kill	Gloria Stuart, Brian Donlevy, Douglas Fowley, Isabel Jewell, Stepin Fetchit	Eugene Forde
24	657	79	The Poor Little Rich Girl	Shirley Temple, Alice Faye, Gloria Stuart, Jack Haley, Michael Whalen, Sara Haden, Jane Darwell	Irving Cummings

*Indicates—Twentieth Century Pictures
†Indicates Re-Issue

Printed in U. S. A.

1936-1937 FEATURE RELEASES

Release Schedule FINAL No. 1

(SUBJECT TO CHANGE) *FEBRUARY 5th—PLEASE DESTROY PREVIOUS ISSUES*

A PROMISE MORE THAN FULFILLED!

This release schedule, listing the 20th Century-Fox Pictures for the first six months of the current season, gives us a lot of satisfaction.

It represents a record of accomplishment in which 20th more than made good its promises to you.

It shows a *steady* stream of outstanding product — to keep your theatre prosperous week in and week out.

And out of that powerful array of box office pictures have come new personalities to thrill your audiences: Simone Simon, Tyrone Power, Sonja Henie, Don Ameche, the Ritz Brothers, to mention a few.

There's nothing in show business like a 20th Century-Fox contract!

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Aug. 1	701	92	TO MARY—WITH LOVE	Warner Baxter, Myrna Loy, Ian Hunter, Claire Trevor, Jean Dixon	John Cromwell
7	704	70	CHARLIE CHAN AT THE RACE TRACK	Warner Oland, Keye Luke, Helen Wood, Thomas Beck, Alan Dinehart, Gavin Muir	H. Bruce Humberstone
7	706	94	†STATE FAIR	Will Rogers, Janet Gaynor, Lew Ayres, Sally Eilers, Norman Foster	Henry King
14	702	66	GIRLS' DORMITORY	Herbert Marshall, Ruth Chatterton, Simone Simon, Constance Collier	Irving Cummings
21	703	87	SING, BABY, SING	Alice Faye, Adolphe Menjou, Gregory Ratoff, Ted Healy, Patsy Kelly, Ritz Brothers	Sidney Lanfield
28	705	76	STAR FOR A NIGHT	Claire Trevor, Jane Darwell, Arline Judge, Evelyn Venable, J. Edward Bromberg	Lewis Seiler
Sept. 4	706	101	THE ROAD TO GLORY	Frederic March, Warner Baxter, Lionel Barrymore, Jane Lang, Gregory Ratoff	Howard Hawks
11	708	64	PEPPER	Jane Withers, Irvin S. Cobb, Slim Summerville, Dixie Jagger, Muriel Robert, Ivan Lebedeff	James Tinling
11	709	58	*KING OF THE ROYAL MOUNTED	Robert Kent, Rosalind Keith, Alan Dinehart	Howard Bretherton
18	714	56	THE JONES FAMILY IN BACK TO NATURE	Jed Prouty, Shirley Deane, Dixie Dunbar, Anthony Martin, Spring Byington,	James Tinling
25	707	84	RAMONA (TECHNICOLOR)	Loretta Young, Don Ameche, Kent Taylor, Pauline Frederick, Jane Darwell,	Henry King
Oct. 2	712	57	THANK YOU, JEEVES	Arthur Treacher, Virginia Field, David Niven, Willie Best	Arthur G. Collins
9	710	97	LADIES IN LOVE	Janet Gaynor, Loretta Young, Constance Bennett, Simone Simon, Tyrone Power	Edward H. Griffith
16	715	78	DIMPLES	Shirley Temple, Frank Morgan, Helen Westley, Robert Kent, Astrid Allwyn, Delma Byron	William A. Seiter
23	713	93	PIGSKIN PARADE	Stuart Erwin, Johnny Downs, Arline Judge, Betty Grable, Patsy Kelly, Jack Haley	David Butler
23	767	70	†AMBASSADOR BILL	Will Rogers, Greta Nissen, Marguerite Churchill, Gustav von Seyffertitz	Sam Taylor
30	716	64	15 MAIDEN LANE	Claire Trevor, Cesar Romero, Douglas Fowley	Allan Dwan
Nov. 6	720	63	UNDER YOUR SPELL	Lawrence Tibbett, Wendy Barrie, Gregory Ratoff, Arthur Treacher	Otto L. Preminger
6	718	57	*WILD BRIAN KENT	Ralph Bellamy, Mae Clarke	Howard Bretherton
13	723	70	CAN THIS BE DIXIE?	Jane Withers, Slim Summerville, Helen Wood, Thomas Beck, Sara Haden	George Marshall
20	717	81	REUNION	Dionne Quintuplets, Jean Hersholt, Rochelle Hudson, Helen Vinson, Slim Summerville	Norman Taurog
27	719	65	WHITE HUNTER	Warner Baxter, Jane Lang, Gail Patrick, Alison Skipworth, Wilfrid Lawson	Irving Cummings
Dec. 4	726	95	BANJO ON MY KNEE	Barbara Stanwyck, Joel McCrea, Helen Westley, Buddy Ebsen, Walter Brennan	John Cromwell
11	724	67	LAUGHING AT TROUBLE	Jane Darwell, Sara Haden, Lois Wilson, Margaret Hamilton, Pat Kelly	Frank R. Strayer
18	728	77	CAREER WOMAN	Claire Trevor, Michael Whalen, Isabel Jewell, Eric Linden, Virginia Field	Lewis Seiler
25	725	86	STOWAWAY	Shirley Temple, Robert Young, Alice Faye, Eugene Pallette, Helen Westley	William A. Seiter
Jan. 1	722	94	ONE IN A MILLION	Sonja Henie, Adolphe Menjou, Don Ameche, Ned Sparks, Jean Hersholt, Ritz Brothers	Sidney Lanfield
8	730	68	CHARLIE CHAN AT THE OPERA	Warner Oland, Boris Karloff, Keye Luke, Charlotte Henry, Thomas Beck	H. Bruce Humberstone
8	711	90	AS YOU LIKE IT	Elisabeth Bergner, Laurence Olivier, Sophie Stewart, Henry Ainley	Paul Czinner
15	727	70	CRACK-UP	Peter Lorre, Brian Donlevy, Helen Wood, Ralph Morgan, Thomas Beck	Malcolm St. Clair
15	731	57	*SECRET VALLEY	Richard Arlen, Virginia Grey	Howard Bretherton
22	733	70	WOMAN-WISE	Rochelle Hudson, Michael Whalen, Thomas Beck, Alan Dinehart, Douglas Fowley	Allan Dwan
29	735	117	LLOYDS OF LONDON	Freddie Bartholomew, Madeleine Carroll, Sir Guy Standing, Tyrone Power C. Aubrey Smith, Virginia Field	Henry King

† Indicates Release
* Indicates Outdoor

Movietone News—Twice Weekly

1936-1937 FOX FEATURE RELEASES

Release Schedule FINAL No. 2

(SUBJECT TO CHANGE) JULY 7th, 1937—PLEASE DESTROY PREVIOUS ISSUES

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Feb. 5	734	67	THE HOLY TERROR	Jane Withers, Anthony Martin, Leah Ray, Joan Davis, El Brendel, Joe Lewis	James Tinling
5	708	79	†DOCTOR BULL	Will Rogers, Marian Nixon, Ralph Morgan, Andy Devine	John Ford
12	732	89	ON THE AVENUE	Dick Powell, Madeleine Carroll, Alice Faye, Ritz Brothers, George Barbier	Roy Del Ruth
19	736	97	THE JONES FAMILY IN OFF TO THE RACES	Slim Summerville, Jed Prouty, Shirley Deane, Spring Byington, Russell Gleason	Frank R. Strayer
19	737	87	WINGS OF THE MORNING (TECHNICOLOR)	Annabella, Henry Fonda, Leslie Banks, John McCormack	Harold Schuster
26	729	78	LOVE IS NEWS	Tyrone Power, Loretta Young, Don Ameche, Slim Summerville, Dudley Digges	Tay Garnett
Mar. 5	740	68	FAIR WARNING	J. Edward Bromberg, Betty Furness, John Howard Payne, Victor Kilian	Norman Foster
12	738	84	NANCY STEELE IS MISSING	Victor McLaglen, Walter Connolly, Peter Lorre, June Lang, Robert Kent	George Marshall
19	741	72	TIME OUT FOR ROMANCE	Claire Trevor, Michael Whalen, Jean Davis, Douglas Fowley, Bennie Bartlett	Malcolm St. Clair
26	742	102	SEVENTH HEAVEN	Simone Simon, James Stewart, Jean Hersholt, Gregory Ratoff, Gale Sondergaard	Henry King
Apr. 2	744	73	MIDNIGHT TAXI	Brian Donlevy, Frances Drake, Alan Dinehart, Sig Rumann, Gilbert Roland	Eugene Forde
9	739	69	STEP LIVELY, JEEVES!	Arthur Treacher, Patricia Ellis, Robert Kent, Alan Dinehart, George Givot	Eugene Forde
16	748	81	FIFTY ROADS TO TOWN	Don Ameche, Ann Sothern, Slim Summerville, Jane Darwell, John Qualen	Norman Taurog
23	749	91	WAKE UP AND LIVE	Walter Winchell, Ben Bernie and Orchestra, Alice Faye, Patsy Kelly, Ned Sparks, Jack Haley, Walter Catlett, Grace Bradley, Joan Davis, Leah Ray, Milton Mumder	Sidney Lanfield
30	755	70	THAT I MAY LIVE	Rochelle Hudson, Robert Kent, J. Edward Bromberg	Allan Dwan
May 7	750	83	CAFE METROPOLE	Loretta Young, Tyrone Power, Adolphe Menjou, Gregory Ratoff, Charles Winninger, Helen Westley	Edward H. Griffith
7	745	56	*IT HAPPENED OUT WEST	Paul Kelly, Judith Allen, Johnny Arthur	Howard Bretherton
14	751	99	THE GREAT HOSPITAL MYSTERY	Jane Darwell, Sig Rumann, Sally Blane, Thomas Beck, Jean Davis	James Tinling
14	709	85	DAVID HARUM	Will Rogers, Louise Dresser, Evelyn Venable, Kent Taylor, Stepin Fetchit	James Cruze
21	752	71	CHARLIE CHAN AT THE OLYMPICS	Warner Oland, Katherine DeMille, Pauline Moore, Allan Lane, Keye Luke	H. Bruce Humberstone
21	743	82	UNDER THE RED ROSE	Conrad Veidt, Annabella, Raymond Massey, Ramsay Brent, Sophie Stewart	Victor Seastrom
28	721	99	THIS IS MY AFFAIR	Robert Taylor, Barbara Stanwyck, Victor McLaglen, Brian Donlevy, Sidney Blackmer, John Carradine, Alan Dinehart, Douglas Fowley, Robert McWade, Frank Conroy	William A. Seiter
June 4	754	71	ANGEL'S HOLIDAY	Jane Withers, Robert Kent, Joan Davis, Sally Blane	James Tinling
11	757	74	SHE HAD TO EAT	Jack Haley, Rochelle Hudson, Alice Faye, Thomas Beck, Patsy Kelly	Malcolm St. Clair
18	739	61	THE JONES FAMILY IN BIG BUSINESS	Jed Prouty, Shirley Deane, Spring Byington, Russell Gleason, Kenneth Howell, Allan Lane	Frank R. Strayer
25	756	64	SING AND BE HAPPY	Anthony Martin, Leah Ray, Joan Davis, Helen Westley, Allan Lane, Dixie Dunbar	James Tinling
July 2	746	92	SLAVE SHIP	Warner Baxter, Wallace Beery, Elizabeth Allan, Mickey Rooney, George Sanders, Joan Darwell, Joseph Schildkraut	Tay Garnett
9	758	58	BORN RECKLESS	Brian Donlevy, Rochelle Hudson, Barton MacLane, Robert Kent, Henry Corey	Malcolm St. Clair
16	753	58	*THE CALIFORNIAN	Ricardo Cortez, Marjorie Weaver, Katherine DeMille	Gus Meins
23	747	63	THE LADY ESCAPES	Michael Whalen, Gloria Stuart, George Sanders, Cora Witherspoon, Gerald Oliver-Smith	Eugene Forde
30	760	99	WEE WILLIE WINKIE	Shirley Temple, Victor McLaglen, C. Aubrey Smith, June Lang, Michael Whalen, Cora Witherspoon, Constance Collier, Douglas Scott	John Ford
Aug 27	761		*WESTERN GOLD	Smith Ballew, Heather Angel, Spencer Charters, Vic Potel	Howard Bretherton

† Indicates Release
* Indicates Outdoor
Indicates Completed

GET IT WHILE THE GETTING'S GOOD!

The money you don't take in today can never be made up. Something to consider during the rest of 1936-1937.

Exhibitors who gave "Wake Up and Live" the advance campaign it rates are far richer than the man who waited before he got busy. And that goes for "Cafe Metropole" and the other big ones.

"This Is My Affair," "Slave Ship" and "Wee Willie Winkie" are yet before you. It's not too early to start planning big campaigns for them now . . . with extra-playing time in mind . . . besides those *extra*-juicy pickings early in the run.

20th has been giving you plenty of boxoffice hits. Have *you* been getting the most out of them?

1937-1938 FEATURE RELEASES

20th CENTURY FOX

1938 —

A RECORD UNEQUALLED!

This page tells a story of promises kept . . . a line-up of solid showmanship achievements!

It shows how keenly 20th feels its responsibility to your box [illegible] . . . to deliver a [illegible]in, week-out succession of profitable product!

That 20th is not satisfied with this great showing is proved by the attractions 20th will give you during the rest of the season. Some of these pictures are listed on the next page.

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
July 15	870	28	KING GEORGE VI CORONATION IN TECHNICOLOR (SPECIAL)		
Aug. 6	801	99	YOU CAN'T HAVE EVERYTHING	Alice Faye, Ritz Brothers, Don Ameche, Charles Winninger, Louise Hovick, Rubinoff and His Violin, Tony Martin, Arthur Treacher	Norman Taurog
13	802	68	ONE MILE FROM HEAVEN	Claire Trevor, Sally Blane, Douglas Fowley, Fredi Washington, Bill Robinson	Allan Dwan
13	871	82	†HANDY ANDY	Will Rogers, Robert Taylor, Peggy Wood, Mary Carlisle, Conchita Montenegro	David Butler
20	803	75	LOVE UNDER FIRE	Loretta Young, Don Ameche, Borrah Minevich and His Gang, Frances Drake	George Marshall
27	804	66	THINK FAST, MR. MOTO	Peter Lorre, Virginia Field, Thomas Beck, Sig Rumann	Norman Foster
27	761	56	*WESTERN GOLD (K-4 1936-37)	Smith Ballew, Heather Angel, Leroy Mason, Ben Alexander, Otis Harlan, Victor Potel	Howard Bretherton
Sept. 3	805	78	THIN ICE	Sonja Henie, Tyrone Power, Arthur Treacher, Raymond Walburn, Joan Davis, Sig Rumann, Alan Hale, Leah Ray	Sidney Lanfield
10	806	64	WILD AND WOOLLY	Jane Withers, Walter Brennan, Pauline Moore, Carl "Alfalfa" Switzer, Jack Searl	Alfred Werker
10	807	75	BORNEO	Mr. and Mrs. Martin Johnson	Truman Talley
17	813	85	WIFE, DOCTOR AND NURSE	Loretta Young, Warner Baxter, Virginia Bruce, Jane Darwell, Sidney Blackmer	Walter Lang
24	814	58	THE JONES FAMILY IN HOT WATER	Jed Prouty, Shirley Deane, Spring Byington, Russell Gleason, Kenneth Howell	Frank R. Strayer
Oct. 1	810	94	LIFE BEGINS IN COLLEGE	The Ritz Brothers, Joan Davis, Tony Martin, Gloria Stuart, Fred Scone, Nat Pendleton, Dick Baldwin, Joan Marsh, Jed Prouty	William A. Seiter
8	809	84	LANCER SPY	Dolores Del Rio, George Sanders, Peter Lorre, Joseph Schildkraut, Virginia Field, Sig Rumann, Maurice Moscovich, Lionel Atwill, Luther Adler	Gregory Ratoff
8	812	55	*ROLL ALONG, COWBOY	Smith Ballew, Cecilia Parker, Stanley Fields	Gus Meins
15	816	88	HEIDI	Shirley Temple, Jean Hersholt, Arthur Treacher, Helen Westley, Pauline Moore, Thomas Beck, Mary Nash, Sidney Blackmer	Allan Dwan
22	811	68	CHARLIE CHAN ON BROADWAY	Warner Oland, Keye Luke, J. Edward Bromberg, Joan Marsh, Louise Henry, Joan Woodbury	Eugene Forde
29	815	82	ALI BABA GOES TO TOWN	Eddie Cantor, Tony Martin, Roland Young, June Lang, Louise Hovick, John Carradine, Virginia Field, Alan Dinehart, Douglas Dumbrille, Raymond Scott Quintet, Peters Sisters, Jeni Le Gon	David Butler
Nov. 5	808	81	DANGER—LOVE AT WORK	Ann Sothern, Jack Haley, Mary Boland, Edward Everett Horton, John Carradine, Walter Catlett, Bonnie Bartlett	Otto L. Preminger
12	817	62	DANGEROUSLY YOURS	Cesar Romero, Phyllis Brooks, Jane Darwell, Alan Dinehart	Mal St. Clair
12	872	80	†JUDGE PRIEST	Will Rogers, Rochelle Hudson, Tom Brown, Anita Louise, Stepin Fetchit	John Ford
19	818	79	SECOND HONEYMOON	Tyrone Power, Loretta Young, Stuart Erwin, Claire Trevor, Marjorie Weaver, Lyle Talbot, J. Edward Bromberg	Walter Lang
26	821	71	45 FATHERS	Jane Withers, Thomas Beck, Louise Henry, The Hartmans	James Tinling
26	820	77	DINNER AT THE RITZ	Annabella, Paul Lukas, David Niven, Romney Brent, Francis L. Sullivan, Stewart Rome, Claire Trevor, Donald Woods, Alan Dinehart	Harold D. Schuster
Dec. 3	822	70	BIG TOWN GIRL		Alfred Werker
10	824	68	THE JONES FAMILY IN BORROWING TROUBLE	Jed Prouty, Shirley Deane, Spring Byington, Florence Roberts, Kenneth Howell, George Ernest, Jane Carlson	Frank R. Strayer
17			No Release		

the next page.

† Indicates Release
* Indicates Omnibus

	24	831	67	THANK YOU, MR. MOTO
	31	825	84	LOVE AND HISSES
Jan.	7	833	60	CITY GIRL
	7	823	70	TARZAN'S REVENGE
	14	829	66	CHANGE OF HEART
	14	828	61	*HAWAIIAN BUCKAROO
	21	832	71	CHARLIE CHAN AT MONTE CARLO
	28	830	101	HAPPY LANDING

Peter Lorre, Jayne Regan, Sidney Blackmer, Nedda Harrigan, Pauline Frederick, John Carradine, Thomas Beck	Norman Foster
Walter Winchell, Ben Bernie, Simone Simon, Bert Lahr, Jean Davis, Dick Baldwin, Raymond Scott Quintet, Ruth Terry	Sidney Lanfield
Phyllis Brooks, Ricardo Cortez, Robert Wilcox, Esther Muir	Alfred Werker
Glenn Morris, Eleanor Holm, George Barbier	D. Ross Lederman
Gloria Stuart, Michael Whalen, Lyle Talbot, Delmar Watson, Jane Darwell	James Tinling
Smith Ballew, Evelyn Knapp, George Regas	Ray Taylor
Warner Oland, Keye Luke, Virginia Field, Sidney Blackmer, Robert Kent	Eugene Forde
Sonja Henie, Don Ameche, Jean Hersholt, Ethel Merman, Cesar Romero, Billy Gilbert, Raymond Scott Quintet, Wally Vernon, Leah Ray	Roy Del Ruth

20th CENTURY FOX

Rele — JUNE 10th, 1938 —

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Feb. 4	426	84	INTERNATIONAL SETTLEMENT	Dolores Del Rio, George Sanders, June Lang, Dick Baldwin, Rush Tezry, John Carradine, Keye Luke, Harold Huber	Eugene Forde
11	834	78	CHECKERS	Jane Withers, Stuart Erwin, Una Merkel, Marvin Stephens	H. B. Humberstone
18	835	80	THE BARONESS & THE BUTLER	William Powell, Annabella, Helen Westley, Henry Stephenson, Joseph Schildkraut, J. Edward Bromberg	Walter Lang
18	873	88	†COUNTY CHAIRMAN	Will Rogers, Evelyn Venable, Kent Taylor, Louise Dresser, Stepin Fetchit	John Blystone
25	836	64	THE JONES FAMILY IN LOVE ON A BUDGET	Jed Prouty, Shirley Deane, Spring Byington, Florence Roberts, Ken Howell, George Ernest, June Carlson, Alan Dinehart	Herbert I. Leeds
Mar. 4	827	85	SALLY, IRENE AND MARY	Alice Faye, Fred Allen, Tony Martin, Jimmy Durante, Gregory Ratoff, Joan Davis, Marjorie Weaver, Louise Hovick	William A. Seiter
11	838	69	WALKING DOWN BROADWAY	Claire Trevor, Phyllis Brooks, Lesh Ray, Dixie Dunbar, Lynn Bari, Jayne Regan, Michael Whalen, Thomas Beck, Douglas Fowley	Norman Foster
18	837	80	REBECCA OF SUNNYBROOK FARM	Shirley Temple, Randolph Scott, Jack Haley, Gloria Stuart, Phyllis Brooks, Helen Westley, Slim Summerville, Bill Robinson	Allan Dwan
25	841	71½	MR. MOTO'S GAMBLE	Peter Lorre, Keye Luke, Dick Baldwin, Lynn Bari, Douglas Fowley, Jayne Regan, Harold Huber, Maxie Rosenbloom	James Tinling
Apr. 1	843	67	ISLAND IN THE SKY	Gloria Stuart, Michael Whalen, Paul Kelly, Robert Kellard, June Storey, Paul Hurst	Herbert I. Leeds
8	842	58	*RAWHIDE	Smith Ballew, Lou Gehrig, Evelyn Knapp	Ray Taylor
15	840	110	IN OLD CHICAGO	Tyrone Power, Alice Faye, Don Ameche, Alice Brady, Andy Devine, Brian Donlevy, Phyllis Brooks, Tom Brown, Sidney Blackmer, Berton Churchill, June Storey	Henry King
22	845	84	BATTLE OF BROADWAY	Victor McLaglen, Brian Donlevy, Louise Hovick, Raymond Walburn, Lynn Bari, Jane Darwell, Robert Kellard	George Marshall
29	848	85	FOUR MEN AND A PRAYER	Loretta Young, Richard Greene, George Sanders, David Niven, C. Aubrey Smith, J. Edward Bromberg, William Henry, John Carradine, Alan Hale, Reginald Denny, Berton Churchill, Barry Fitzgerald	John Ford
May 6	847	63	THE JONES FAMILY IN A TRIP TO PARIS	Jed Prouty, Shirley Deane, Spring Byington, Russell Gleason, Ken Howell, George Ernest, June Carlson, Marvin Stephens, Joan Valerie, Harold Huber	Mal St.-Clair
6	874	80	†LIFE BEGINS AT 40	Will Rogers, Rochelle Hudson, Richard Cromwell, George Barbier, Jane Darwell, Slim Summerville	George Marshall
13	844	85	KENTUCKY MOONSHINE	Ritz Brothers, Tony Martin, Marjorie Weaver, Slim Summerville, John Carradine, Wally Vernon, Berton Churchill, Eddie Collins	David Butler
20	849	77	RASCALS	Jane Withers, Rochelle Hudson, Robert Wilcox, Borrah Minevitch and His Gang	H. B. Humberstone
27	846	90	KIDNAPPED	Warner Baxter, Freddie Bartholomew, Arleen Whelan, C. Aubrey Smith, Reginald Owen, John Carradine, Nigel Bruce, Miles Mander, Ralph Forbes, H. B. Warner	Alfred Werker
June 3	839	75	JOSETTE	Don Ameche, Simone Simon, Robert Young, Bert Lahr, Joan Davis, Paul Hurst, William Collier, Sr., Tala Birell	Allan Dwan
10	850	71	ONE WILD NIGHT	June Lang, Dick Baldwin, Lyle Talbot, J. Edward Bromberg, Sidney Toler	Eugene Forde
17	851	75	THREE BLIND MICE	Loretta Young, Joel McCrea, David Niven, Stuart Erwin, Marjorie Weaver, Pauline Moore, Binnie Barnes	William A. Seiter
24	819	63	MR. MOTO TAKES A CHANCE	Peter Lorre, Rochelle Hudson, Robert Kent, J. Edward Bromberg	Norman Foster
July 1	852		ALWAYS GOODBYE	Barbara Stanwyck, Herbert Marshall, Ian Hunter, Cesar Romero, Binnie Barnes, Lynn Bari	Sidney Lanfield

A GODSEND TO YOUR THEATRE!

This release schedule is the most valuable sheet of paper in your office!

It will keep your theatre open this summer . . . and prosperous!

It shows the steady strength of 20th Century-Fox . . . the unfailing supply of *fresh, new* product you will get!

It demonstrates again why exhibitors look to 20th Century-Fox as the No. 1 Company!

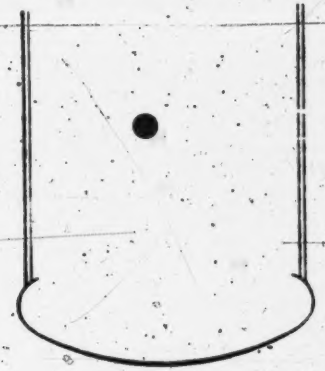
1938 - 1939

FEATURE RELEASES

Release Schedule FINAL No. 1 MARCH 2nd, 1939

No company ever gave exhibitors more consistently successful and brilliantly outstanding attractions than the releases of six months listed on this page!

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Aug. 5	901	74	**GATEWAY**	Don Ameche, Arleen Whelan, Gregory Ratoff, Binnie Barnes, Gilbert Roland, Raymond Walburn, John Carradine, Maurice Moscovich, Harry Carey, Marjorie Gateson.	Alfred Werker
12	902	77	**KEEP SMILING**	Jane Withers, Gloria Stuart, Henry Wilcoxon, Helen Westley, Jed Prouty, Douglas Fowley, Robert Allen.	Herbert I. Leeds
19	903	106	**ALEXANDER'S RAGTIME BAND**	Tyrone Power, Alice Faye, Don Ameche, Ethel Merman, Jack Haley, Jean Hersholt, Helen Westley, John Carradine, Paul Hurst, Wally Vernon, Ruth Terry, Douglas Fowley.	Henry King
26	904	62	**SPEED TO BURN**	Michael Whalen, Lynn Bari, Marvin Stephens, Henry Armetta, Chick Chandler.	Otto Brower
Sept. 2	905	84	**MY LUCKY STAR**	Sonja Henie, Richard Greene, Joan Davis, Cesar Romero, Buddy Ebsen, Arthur Treacher, Louise Hovick, George Barbier.	Roy Del Ruth
9	906	58	**THE JONES FAMILY IN SAFETY IN NUMBERS**	Jed Prouty, Shirley Deane, Spring Byington, Russell Gleason, Ken Howell, George Ernest, June Carlson, Florence Roberts.	Malcolm St. Clair
16	907	80	**HOLD THAT CO-ED**	John Barrymore, George Murphy, Marjorie Weaver, Joan Davis, Jack Haley, George Barbier, Donald Meek, Johnny Downs	George Marshall
23	908	60	**TIME OUT FOR MURDER**	Gloria Stuart, Michael Whalen, Chick Chandler, Douglas Fowley, Robert Kellard.	H. B. Humberstone
30	911	68	**STRAIGHT, PLACE AND SHOW**	Ritz Brothers, Richard Arlen, Ethel Merman, Phyllis Brooks, George Barbier.	David Butler
Oct. 7	910	66	**MEET THE GIRLS**	June Lang, Lynn Bari, Robert Allen, Ruth Donnelly, Gene Lockhart, Wally Vernon.	Eugene Forde
14	919	85	**FIVE OF A KIND**	Dionne Quintuplets, Jean Hersholt, Claire Trevor, Cesar Romero, Slim Summerville, Henry Wilcoxon, Inez Courtney, John Qualen, Jane Darwell, Pauline Moore.	Herbert I. Leeds
21	912	63	**MYSTERIOUS MR. MOTO**	Peter Lorre, Mary Maguire, Henry Wilcoxon, Erik Rhodes, Harold Huber.	Norman Foster
28	913	104	**SUEZ**	Tyrone Power, Loretta Young, Annabella, J. Edward Bromberg, Joseph Schildkraut, Henry Stephenson, Sidney Blackmer, Sig Rumann, Maurice Moscovich, Nigel Bruce, Miles Mander, George Zucco.	Allan Dwan
Nov. 4	914	69	**ALWAYS IN TROUBLE**	Jane Withers, Jean Rogers, Arthur Treacher, Robert Kellard, Eddie Collins, Andrew Tombes, Nana Bryant, Joan Woodbury.	Joseph Santley
11	915	71	**JUST AROUND THE CORNER**	Shirley Temple, Charles Farrell, Joan Davis, Amanda Duff, Bert Lahr, Bill Robinson, Franklin Pangborn, Cora Witherspoon.	Irving Cummings
18	916	64	**SHARPSHOOTERS**	Brian Donlevy, Lynn Bari, Wally Vernon, John King	James Tinling
25	909	95	**SUBMARINE PATROL**	Richard Greene, Nancy Kelly, Preston Foster, George Bancroft, Slim Summerville, John Carradine, Joan Valerie, Henry Armetta, Warren Hymer, Douglas Fowley	John Ford
Dec. 2	918	70	**ROAD DEMON**	Henry Arthur, Joan Valerie, Henry Armetta, Tom Beck, Bill Robinson.	Otto Brower
9	924	77	**UP THE RIVER**	Tony Martin, Phyllis Brooks, Preston Foster, Arthur Treacher, Alan Dinehart, Slim Summerville, Jane Darwell	Alfred Werker
16	920	61	**THE JONES FAMILY IN DOWN ON THE FARM**	Jed Prouty, Shirley Deane, Spring Byington, Russell Gleason, Ken Howell, George Ernest, June Carlson, Florence Roberts, Billy Mahan, Dorris Bowdon.	Mal. St. Clair
23	917	73	**THANKS FOR EVERYTHING**		



	16	920	61	THE JONES FAMILY IN DOWN ON THE FARM	Summerville, Jane Darwell, Jed Prouty, Shirley Deane, Spring Byington, Russell Gleason, Ken Howell, George Ernest, June Carlson, Florence Roberts, Billy Mahan, Dorris Bowdon.	Mal. St. Clair
	23	917	73	THANKS FOR EVERYTHING	Adolphe Menjou, Jack Oakie, Jack Haley, Arleen Whelan, Tony Martin, Binnie Barnes, George Barbier, Warren Hymer.	William A. Seiter
	30	923	96	KENTUCKY (TECHNICOLOR)	Loretta Young, Richard Greene, Walter Brennan, Douglas Dumbrille, Karen Morley, Moroni Olsen.	David Butler
Jan	6	922	61	WHILE NEW YORK SLEEPS	Michael Whalen, Jean Rogers, Chick Chandler, Robert Kellard, Joan Woodbury.	H. B. Humberstone
	6	8010	88	*THE LADY VANISHES	Margaret Lockwood, Michael Redgrave, Paul Lukas, Dame May Whitty.	Alfred Hitchcock
	13	928	68	CHARLIE CHAN IN HONOLULU	Sidney Toler, Phyllis Brooks, Sen Yung, Eddie Collins, John King.	H. B. Humberstone
	20	926	71	MR. MOTO'S LAST WARNING	Peter Lorre, Ricardo Cortez, Virginia Field, John Carradine, George Sanders.	Norman Foster
	20	933	83	SMILING ALONG	Gracie Fields, Mary Maguire, Roger Livesey, Peter Cree, Jack Donohue, "Skippy."	Monty Banks
	27	921	106	JESSE JAMES (TECHNICOLOR)	Tyrone Power, Henry Fonda, Nancy Kelly, Randolph Scott, Henry Hull, Slim Summerville, J. Edward Bromberg, Brian Donlevy, John Carradine, Donald Meek, John Russell.	Henry King

*Denotes Gaumont-British Production

6985

1938 - 1939 FEATURE RELEASES

Release Schedule Final No. 2

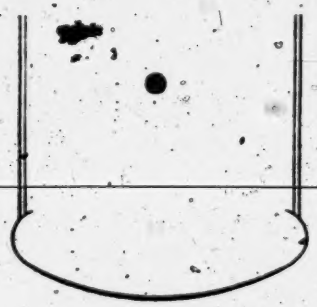
JULY 24th, 1939

FIRST IN FEATURES!

FIRST IN NEWS!

FIRST IN SHORTS!

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Feb. 3	929	62	THE ARIZONA WILDCAT	Jane Withers, Leo Carrillo, Pauline Moore, William Henry, Henry Wilcoxon	Herbert I. Leeds
10	925	84	TAIL SPIN	Alice Faye, Constance Bennett, Nancy Kelly, Joan Davis, Charles Farrell, Jane Wyman, Kane Richmond, Wally Vernon, Warren Hymer, Joan Valerie, Edward Norris.	Roy Del Ruth
17	927	73	THE THREE MUSKETEERS	Don Ameche, Ritz Brothers, Binnie Barnes, Gloria Stuart, Pauline Moore, Joseph Schildkraut, John Carradine, Lionel Atwill.	Allan Dwan
24	931	68	PARDON OUR NERVE	Lynn Bari, Jane Gale, Guinn Williams, Michael Whalen, Edward Brophy.	H. B. Humberstone
Mar. 3	930	80	WIFE, HUSBAND AND FRIEND	Loretta Young, Warner Baxter, Binnie Barnes, Cesar Romero, George Barbier, J. Edward Bromberg, Eugene Pallette, Helen Westley.	Gregory Ratoff
10	934	61	INSIDE STORY	Michael Whalen, Jean Rogers, Chick Chandler, Douglas Fowley, John King, Jane Darwell.	Ricardo Cortez
17	932	93	THE LITTLE PRINCESS (TECHNICOLOR)	Shirley Temple, Richard Greene, Anita Louise, Ian Hunter, Cesar Romero, Arthur Treacher, Mary Nash, Sybil Jason, Miles Mander.	Walter Lang
24	935	62	THE JONES FAMILY IN EVERYBODY'S BABY	Jed Prouty, Shirley Deane, Spring Byington, Russell Gleason, Ken Howell, George Ernest, June Carlson, Florence Roberts, Billy Mahan, Reginald Denny.	Mal St. Clair
31	936	80	THE HOUND OF THE BASKERVILLES	Richard Greene, Basil Rathbone, Wendy Barrie, Nigel Bruce, Lionel Atwill, John Carradine, Barlowe Borland, Beryl Mercer, Morton Lowry, Ralph Forbes.	Sidney Lanfield
Apr. 7	937	70	MR. MOTO IN DANGER ISLAND	Peter Lorre, Jean Hersholt, Amanda Duff, Warren Hymer, Richard Lane, Leon Ames, Douglas Dumbrille.	Herbert I. Leeds
14	938	97	‡THE STORY OF ALEXANDER GRAHAM BELL	Don Ameche, Loretta Young, Henry Fonda, Charles Coburn, Gene Lockhart, Spring Byington, Sally Blane, Polly Ann Young, Georgiana Young.	Irving Cummings
21	939	62	WINNER TAKE ALL	Tony Martin, Gloria Stuart, Henry Armetta, Slim Summerville, Kane Richmond.	Otto Brower
21	945	76	INSPECTOR HORNLEIGH	Gordon Harker, Alastair Sim, Hugh Williams, Steve Geray, Miki Hood.	Eugene Forde
28	940	71	THE RETURN OF THE CISCO KID	Warner Baxter, Lynn Bari, Cesar Romero, Henry Hull, Kane Richmond, C. Henry Gordon, Robert Barrat.	Herbert I. Leeds
28	8012	71	*CLIMBING HIGH	Jessie Matthews, Michael Redgrave, Noel Madison, Alastair Sim, Margaret Vyner.	Carol Reed
May 5	941	60	CHASING DANGER	Preston Foster, Lynn Bari, Wally Vernon, Henry Wilcoxon, Joan Woodbury, Harold Huber.	Ricardo Cortez
12	942	86	ROSE OF WASHINGTON SQUARE	Tyrone Power, Alice Faye, Al Jolson, William Frawley, Joyce Compton, Hobart Cavanaugh, Louis Prima and Orchestra.	Gregory Ratoff
19	943	72	BOY FRIEND	Jane Withers, Arleen Whelan, Richard Bond, Douglas Fowley, Warren Hymer, George Ernest, Robert Kellard, Minor Watson.	James Tinling
26	944	66	THE GORILLA	Ritz Brothers, Anita Louise, Patsy Kelly, Lionel Atwill, Bela Lugosi, Joseph Calleia, Edward Norris, Wally Vernon.	Allan Dwan
June 2	946	60	THE JONES FAMILY IN HOLLYWOOD	Jed Prouty, Spring Byington, Ken Howell, George Ernest, June Carlson, Florence Roberts	Mal St. Clair
9	947	101	‡YOUNG MR. LINCOLN	Henry Fonda, Alice Brady, Marjorie Weaver, Arleen Whelan, Eddie Collins, Pauline Moore, Richard Cromwell, Donald Meek, Dorris Bowden, Eddie Quillan	John Ford



	16	948	71	**CHARLIE CHAN IN RENO**	Edith Bowdon, Eddie Quillan Sidney Toler, Ricardo Cortez, Phyllis Brooks, Slim Summerville, Kane Richmond, Sen Yung, Pauline Moore, Eddie Collins	Norman Foster
	25	954	78	**SUSANNAH OF THE MOUNTIES**	Shirley Temple, Randolph Scott, Margaret Lockwood, Martin Good Rider, J. Farrell MacDonald, Maurice Moscovich, Moroni Olsen, Victor Jory, Lester Matthews.	William A. Seiter
	30	950	72	**IT COULD HAPPEN TO YOU**	Stuart Erwin, Gloria Stuart, Raymond Walburn, Douglas Fowley, June Gale	Alfred Werker
July	7	952	63	**MR. MOTO TAKES A VACATION**	Peter Lorre, Joseph Schildkraut, Lionel Atwill, Virginia Field, John King, Iva Stewart	Norman Foster
	14	949	87	**SECOND FIDDLE**	Sonja Henie, Tyrone Power, Rudy Vallee, Edna May Oliver, Mary Healy, Lyle Talbot, Alan Dinehart	Sidney Lanfield
	21	953	72	**NEWS IS MADE AT NIGHT**	Preston Foster, Lynn Bari, Russell Gleason, George Barbier, Eddie Collins.	Alfred Werker
	21	8014	72	***THE WARE CASE**	Clive Brook, Jane Baxter, Barry K. Barnes	Robert Stevenson
	28	941	71	**FRONTIER MARSHAL**	Randolph Scott, Nancy Kelly, Cesar Romero, Binnie Barnes, John Carradine, Eddie Foy, Jr.	Allan Dwan

‡ (20th Century-Fox Cosmopolitan Prod.)
* (Gaumont-British Prod.)

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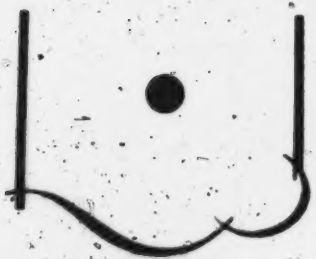
RELEASE SCHEDULE
Final No. 1

APRIL 5, 1940

20TH CENTURY-FOX HAS MORE STARS IN THE "FIRST TEN" THAN ANY OTHER COMPANY...

and

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Aug. 4	001	85	‡ELSA MAXWELL'S HOTEL FOR WOMEN	Ann Sothern, Linda Darnell, James Ellison, Jean Rogers, Lynn Bari, June Gale, Joyce Compton, Elsa Maxwell, John Halliday, Katharine Aldridge, Alan Dinehart.	Gregory Ratoff
11	002	64	CHICKEN WAGON FAMILY	Jane Withers, Leo Carillo, Marjorie Weaver, Spring Byington, Kane Richmond.	Herbert I. Leeds
18	003	101	STANLEY AND LIVINGSTONE	Spencer Tracy, Nancy Kelly, Richard Greene, Walter Brennan, Charles Coburn, Sir Cedric Hardwicke, Henry Hull, Henry Travers.	Henry King
25	004	61	THE JONES FAMILY IN QUICK MILLIONS	Jed Prouty, Spring Byington, Ken Howell, George Ernest, Florence Roberts, Billy Mahan, Eddie Collins, Robert Shaw.	Mal St. Clair
Sept. 1	005	82	THE ADVENTURES OF SHERLOCK HOLMES	Basil Rathbone, Nigel Bruce, Ida Lupino, Alan Marshall, Terry Kilburn, George Zucco, Henry Stephenson, E. E. Clive.	Alfred Werker
8	006	74	CHARLIE CHAN AT TREASURE ISLAND	Sidney Toler, Cesar Romero, Pauline Moore, Sen Yung, Douglas Fowley, June Gale, Douglas Dumbrille, Sally Blane.	Norman Foster
15	011	103	THE RAINS CAME	Myrna Loy, Tyrone Power, George Brent, Brenda Joyce, Nigel Bruce, Maria Ouspenskaya, Joseph Schildkraut, Mary Nash, Jane Darwell, Marjorie Rambeau, Henry Travers.	Clarence Brown
22	008	57	STOP, LOOK AND LOVE	Jean Rogers, William Frawley, Robert Kellard, Eddie Collins, Minna Gombell.	Otto Brower
29	009	83	HERE I AM A STRANGER	Richard Greene, Richard Dix, Brenda Joyce, Roland Young, Gladys George, Katharine Aldridge, Russell Gleason, Edward Norris	Roy Del Ruth
Oct. 6	010	58	THE ESCAPE	Kane Richmond, Amanda Duff, June Gale, Edward Norris, Henry Armetta.	Ricardo Cortez
13	007	96	HOLLYWOOD CAVALCADE (TECHNICOLOR)	Alice Faye, Don Ameche, J. Edward Bromberg, Alan Curtis, Stuart Erwin, Jed Prouty, Buster Keaton, Donald Meek, George Givot, Eddie Collins.	Irving Cummings
13	061	101	*THE ROAD TO GLORY	Frederic March, Warner Baxter, Lionel Barrymore, June Lang, Gregory Ratoff.	Howard Hawks
20	014	75	PACK UP YOUR TROUBLES	Jane Withers, Ritz Brothers, Lynn Bari, Joseph Schildkraut, Stanley Fields, Fritz Feber.	H. B. Humberstone
20	018	79	SHIPYARD SALLY	Gracie Fields, Sidney Howard.	Monty Banks
27	013	84	‡20,000 MEN A YEAR	Randolph Scott, Preston Foster, Margaret Lindsay, Mary Healy, Robert Shaw, George Ernest, Kane Richmond, Maxie Rosenbloom Edited by Laurence Stallings Produced by Truman Talley	Alfred E. Green
27	062	78	*THE FIRST WORLD WAR		
Nov. 3	019	62	HEAVEN WITH A BARBED WIRE FENCE	Jean Rogers, Raymond Walburn, Marjorie Rambeau, Glenn Ford, Nicholas Conte.	Ricardo Cortez
10	015	103	DRUMS ALONG THE MOHAWK (TECHNICOLOR)	Claudette Colbert, Henry Fonda, Edna May Oliver, Eddie Collins, John Carradine, Dorris Bowdon, Jessie Ralph, Arthur Shields, Robert Lowery, Roger Imhof.	John Ford
17	016	65	THE JONES FAMILY IN TOO BUSY TO WORK	Jed Prouty, Spring Byington, Ken Howell, George Ernest, June Carlson, Florence Roberts, Billy Mahan, Jean Davis.	Otto Brower



† Indicates Release.
* Indicates Outdoor

July	1	852		ALWAYS GOODBYE	Barbara Stanwyck, Herbert Marshall, Ian Hunter, Cesar Romero, Binnie Barnes, Lynn Bari — Sidney Lanfield
	8	857	78	WE'RE GOING TO BE RICH	Gracie Fields, Victor McLaglen, Brian Donlevy, Coral Browne — Monty Banks
	8	853		*PANAMINT'S BAD MAN	Smith Ballew, Noah Beery, Evelyn Daw — Ray Taylor
	15	854		PASSPORT HUSBAND	Stuart Erwin, Pauline Moore, Douglas Fowley, Joan Woodbury — James Tinling
	22	855		I'LL GIVE A MILLION	Warner Baxter, Marjorie Weaver, Peter Lorre, Jean Hersholt, John Carradine, J. Edward Bromberg — Walter Lang
	29	856		LITTLE MISS BROADWAY	Shirley Temple, George Murphy, Jimmy Durante, Phyllis Brooks, Edna Mae Oliver, George Barbier — Irving Cummings

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1939 - 1940 FEATURE RELEASES

20th CENTURY FOX

RELEASE SCHEDULE

Final No. 2

MAY 24, 1940

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Feb. 2	030	72	THE MAN WHO WOULDN'T TALK	Lloyd Nolan, Jean Rogers, Richard Clarke, Onslow Stevens, Eric Blore.	David Burton
9	031	100	LITTLE OLD NEW YORK	Alice Faye, Fred MacMurray, Richard Greene, Brenda Joyce, Andy Devine, Henry Stephenson, Fritz Feld.	Henry King
16	032	59	THE JONES FAMILY IN YOUNG AS YOU FEEL	Jed Prouty, Spring Byington, Jean Valerie, Russell Gleason, Ken Howell, George Ernest, Jane Carlson, Florence Roberts, Billy Mahan, Helen Ericson, George Givot.	Mal St. Clair
23	033	73	THEY CAME BY NIGHT	Will Fyffe, Phyllis Calvert, Anthony Hulme.	Harry Lachman
Mar. 1	035	67	CHARLIE CHAN IN PANAMA	Sidney Toler, Jean Rogers, Lionel Atwill, Mary Nash, Sen Yung, Kane Richmond, Chris-Pin Martin, Lionel Royce, Helen Ericson, Jack La Rue.	Norman Foster
8			No Release	No Release	
15	040	128	THE GRAPES OF WRATH	Henry Fonda, Jane Darwell, John Carradine, Charley Grapewin, Doris Bowdon, Russell Simpson, O. Z. Whitehead, John Qualen, Eddie Quillan, Zeffie Tilbury.	John Ford
22	025	83	THE BLUE BIRD (TECHNICOLOR)	Shirley Temple, Spring Byington, Nigel Bruce, Gale Sondergaard, Eddie Collins, Sybil Jason, Jessie Ralph, Helen Ericson, Johnny Russell, Laura Hope Crews, Russell Hicks, Cecilia Loftus, Al Shean, Gene Reynolds.	Walter Lang
29	037	67	FREE, BLONDE AND 21	Lynn Bari, Joan Davis, Henry Wilcoxon, Elyse Knox, Mary Beth Hughes, Jean Valerie, Robert Lowery.	Ricardo Cortez
Apr. 5	036	85	STAR DUST	Linda Darnell, John Payne, Roland Young, Charlotte Greenwood, William Gargan, Mary Beth Hughes, Mary Healy, Elyse Knox, Donald Meek.	Walter Lang
12	039	70	VIVA CISCO KID	Cesar Romero, Jean Rogers, Chris-Pin Martin, Stanley Fields.	Norman Foster
19	042	94	JOHNNY APOLLO	Tyrone Power, Dorothy Lamour, Edward Arnold, Lloyd Nolan, Charley Grapewin, Lionel Atwill.	Henry Hathaway
26	041	65	SHOOTING HIGH	Jane Withers, Gene Autry, Marjorie Weaver, Frank M. Thomas, Robert Lowery, Katharine Aldridge.	Alfred E. Green
May 3	043	84	SO THIS IS LONDON	George Sanders, Berton Churchill, Robertson Hare, Alfred Drayton, Fay Compton.	Thornton Freeland
10	038	81	I WAS AN ADVENTURESS	Zorina, Richard Greene, Erich Von Stroheim, Peter Lorre, Sig Rumann, Fritz Feld.	Gregory Ratoff
17	044	63	THE JONES FAMILY IN ON THEIR OWN	Spring Byington, Ken Howell, George Ernest, Jane Carlson, Florence Roberts, Billy Mahan, Marguerite Chapman, John Qualen, Chick Chandler.	Otto Brower
24	045	127	LILLIAN RUSSELL	Alice Faye, Don Ameche, Henry Fonda, Edward Arnold, Warren William, Leo Carrillo, Helen Westley, Dorothy Peterson, Ernest Truex, Nigel Bruce, Weber & Fields, Eddie Foy, Jr.	Irving Cummings
31	051	96	GIRL IN 313	Florence Rice, Kane Taylor, Jean Valerie, Lionel Atwill, Elyse Knox.	Ricardo Cortez
June 7	034	67	EARTHBOUND	Warner Baxter, Andrea Leeds, Lynn Bari, Charley Grapewin, Henry Wilcoxon, Elizabeth Patterson.	Irving Pichel
14	047		FOUR SONS	Don Ameche, Mary Beth Hughes, Alan Curtis, Eugenie Leontovich, Sig Rumann.	Archie Mayo
21	048	75	CHARLIE CHAN'S MURDER CRUISE	Sidney Toler, Marjorie Weaver, Lionel Atwill, Sen Yung.	Eugene Forde

Coming!

'MARYLAND'

in

Technicolor!

GREATER

THAN

'KENTUCKY'!

RELEASE SCHEDULE
FINAL No. 1

DEC. 12, 1940

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Aug. 2	101	77	THE MAN I MARRIED	Joan Bennett, Francis Lederer, Lloyd Nolan, Anna Sten, Otto Kruger, Maria Ouspenskaya, Ludwig Stossel, Johnny Russell.	Irving Pichel
9	104	73	GIRL FROM AVENUE A	Jane Withers, Kent Taylor, Katharine Aldridge, Elyse Knox, Laura Hope Crews, Jessie Ralph, Harry Shannon, Vaughan Glaser, Reed Brooks.	Otto Brower
16	103	92	THE RETURN OF FRANK JAMES (TECHNICOLOR)	Henry Fonda, Gene Tierney, Jackie Cooper, Henry Hull, John Carradine, J. Edward Bromberg, Donald Meek, Eddie Collins, George Barbier.	Fritz Lang
23	106	66	PIER 13	Lynn Bari, Lloyd Nolan, Joan Valerie, Douglas Fowley.	Eugene Forde
30	109	79	YOUNG PEOPLE	Shirley Temple, Jack Oakie, Charlotte Greenwood, Arleen Whelan, George Montgomery, Kathleen Howard.	Allan Dwan
Sept. 6	110	68	CHARLIE CHAN AT THE WAX MUSEUM	Sidney Toler, Sen Yung, C. Henry Gordon, Marc Lawrence, Joan Valerie, Marguerite Chapman, Ted Osborn.	Lynn Shores
13	105	80	Ilka Maxwell's PUBLIC DEB #1	George Murphy, Brenda Joyce, Ilka Maxwell, Mischa Auer, Charlie Ruggles, Ralph Bellamy, Minna Rosenbloom, Morton Churchill, Franklin Pangborn.	Gregory Ratoff
20	116	65	YESTERDAY'S HEROES	Robert Sterling, Jane Rogers, Katharine Aldridge, Russell Gleason, Emma Dunn, George Irving, Ted North.	Herbert I. Leeds
27	107	113	BRIGHAM YOUNG —FRONTIERSMAN	Tyrone Power, Linda Darnell, Dean Jagger, Brian Donlevy, Jane Darwell, John Carradine, Mary Astor, Vincent Price, Jane Rogers, Ann Todd.	Henry Hathaway
Oct. 4	108	57	THE GAY CABALLERO	Cesar Romero, Chris-Pin Martin, Robert Sterling, Sheila Ryan, Janet Beecher.	Otto Brower
11	113	88	DOWN ARGENTINE WAY (TECHNICOLOR)	Don Ameche, Betty Grable, Carmen Miranda, Charlotte Greenwood, J. Carrol Naish, Leonid Kinskey, Chris-Pin Martin, Henry Stephenson.	Irving Cummings
18	114	93	NIGHT TRAIN	Margaret Lockwood, Rex Harrison, Paul Von Hernreid.	Carol Reed
25	111	71	THE GREAT PROFILE	John Barrymore, Mary Beth Hughes, Gregory Ratoff, John Payne, Anne Baxter, Lionel Atwill.	Walter Lang
Nov. 1			No Release		
8	117	93	THE MARK OF ZORRO	Tyrone Power, Linda Darnell, Basil Rathbone, Gale Sondergaard, Donald Meek, Montague Love, J. Edward Bromberg, Chris-Pin Martin, Eugene Pallette.	Rouben Mamoulian
15	102	70	STREET OF MEMORIES	Lynne Roberts, Guy Kibbee, John McGuire, Ed Gargan, Hobart Cavanaugh, Jerome Cowan.	Shepard Traube
22	119	66	YOUTH WILL BE SERVED	Jane Withers, Jane Darwell, Robert Cowrey, Elyse Knox, Joe Brown, Jr. John Qualen, Charles Halland.	Otto Brower
29	120	94	TIN PAN ALLEY	Alice Faye, Betty Grable, Jack Oakie, John Payne, Ben Carter, Esther Ralston, Allen Jenkins, Nicholas Bros.	Walter Lang
Dec. 6	118	70	CHARTER PILOT	Lloyd Nolan, Lynn Bari, Arleen Whelan, George Montgomery.	Eugene Forde
13	121	65	MURDER OVER NEW YORK	Sidney Toler, Marjorie Weaver, Robert Lowery, Ricardo Cortez, Joan Valerie, Kane Richmond, Sen Yung, Melville Cooper.	Harry Lachman
20	122	77	JENNIE	Virginia Gilmore, William Henry, George Montgomery, Ludwig Stossel, Dorris Bowdon, Joan Valerie.	David Burton
...	...	...	...	...	...

1941 WILL BE REMEMBERED AS THE YEAR "TOBACCO ROAD" CAME TO THE SCREEN

1940-1941 20th CENTURY FOX FEATURE RELEASES

RELEASE SCHEDULE
Final No. 2

JULY 15, 1941

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Feb. 7	129	99	**RIDE, KELLY, RIDE**	Eugene Pallette, Marvin Stephens, Rita Quigley, Mary Healy.	Norman Foster
14	130	67	**GOLDEN HOOFS**	Jane Withers, Charles (Buddy) Rogers, Katharine Aldridge, George Irving, Buddy Pepper.	Lynn Shores
21	126	95	**WESTERN UNION** (TECHNICOLOR)	Robert Young, Randolph Scott, Dean Jagger, Virginia Gilmore, John Carradine, Slim Summerville, Chill Wills, Barton MacLane.	Fritz Lang
28	132	67	**MURDER AMONG FRIENDS**	Marjorie Weaver, John Hubbard, Cobina Wright, Jr., Mona Barrie, Douglas Dumbrille, Sidney Blackmer.	Ray McCarey
Mar. 7	133	84	**TOBACCO ROAD**	Charley Grapewin, Marjorie Rambeau, Gene Tierney, William Tracy, Elizabeth Patterson, Dana Andrews, Slim Summerville, Ward Bond, Grant Mitchell.	John Ford
14	134	74	**SLEEPERS WEST**	Lloyd Nolan, Lynn Bari, Mary Beth Hughes, Edward Brophy, Ben Carter.	Eugene Forde
21			**No Release**		
28	136	60	**DEAD MEN TELL**	Sidney Toler, Katharine Aldridge, Sen Yung, Sheila Ryan, Robert Weldon.	Harry Lachman
Apr. 4	131	67	**SCOTLAND YARD**	Nancy Kelly, Edmund Gwenn, John Loder, Henry Wilcoxon, Melville Cooper.	Norman Foster
11	137	90	**THAT NIGHT IN RIO** (TECHNICOLOR)	Alice Faye, Don Ameche, Carmen Miranda, S. Z. Sakall, J. Carroll Naish, Curt Bois, Leonid Kinskey.	Irving Cummings
18	138	64	**RIDE ON VAQUERO**	Cesar Romero, Chris-Pin Martin, Mary Beth Hughes, Lynne Roberts.	Herbert I. Leeds
25	139	87	**MAIL TRAIN**	Gordon Harker, Alastair Sim, Phyllis Calvert, Edward Chapman.	Walter Forde
May 2			**No Release**		

20th's Profit-Climax To The Old Season

"it is recognized that the company having the most stars among the First Ten has the product with the most power at the boxoffice!"

	24	020	72	DAY-TIME WIFE	Tyrone Power, Linda Darnell, Warren William, Binnie Barnes, Wendy Barrie, Joan Davis.	Gregory Ratoff
Dec.	1	021	74	CHARLIE CHAN IN CITY IN DARKNESS	Sidney Toler, Lynn Bari, Richard Clarke, Harold Huber, Pedro De Cordoba, Dorothy Tree, C. Henry Gordon, Douglas Dumbrille, Noel Madison.	Herbert I. Leeds
	1	022	74	INSPECTOR HORNLEIGH ON HOLIDAY	Gordon Harker, Alastair Sim, Linden Travers, Wally Patch.	Walter Forde
	8	026	71	BARRICADE	Alice Faye, Warner Baxter, Charles Winninger, Arthur Treacher, Keye Luke, Willie Fung	Gregory Ratoff
	15	024	70	THE HONEYMOON'S OVER	Stuart Erwin, Marjorie Weaver, Pat Knowles, June Gale.	Eugene Forde
	22	029	77	EVERYTHING HAPPENS AT NIGHT	Sonja Henie, Ray Milland, Robert Cummings, Maurice Moscovich, Leonid Kinskey, Alan Dinehart, Fritz Feld.	Irving Cummings
	29	012	73	THE CISCO KID AND THE LADY	Cesar Romero, Marjorie Weaver, Chris-Pin Martin, George Montgomery, Virginia Field, Harry Green.	Herbert I. Leeds
Jan.	5	017	86	SWANEE RIVER (TECHNICOLOR)	Don Ameche, Andrea Leeds, Al Jolson, Felix Bressart, Chick Chandler, Russell Hicks, George Reed, Hall Johnson Choir.	Sidney Lanfield
	12	027	57	CITY OF CHANCE	Lynn Bari, C. Aubrey Smith, Donald Woods, Amanda Duff.	Ricardo Cortez
	19	023	83	HE MARRIED HIS WIFE	Joel McCrea, Nancy Kelly, Roland Young, Mary Boland, Cesar Romero, Mary Healy, Lyle Talbot.	Roy Del Ruth
	26	028	74	HIGH SCHOOL	Jane Withers, Joe Brown, Jr., Lloyd Corrigan, Claire Du Brey, Lynne Roberts, Paul Harvey, Cliff Edwards.	George Nicholls, Jr.

§ (20th Century-Fox Cosmopolitan Prod.)
* (Re-issue)

Movietone News — Twice Weekly

6082 Printed in U. S. A.

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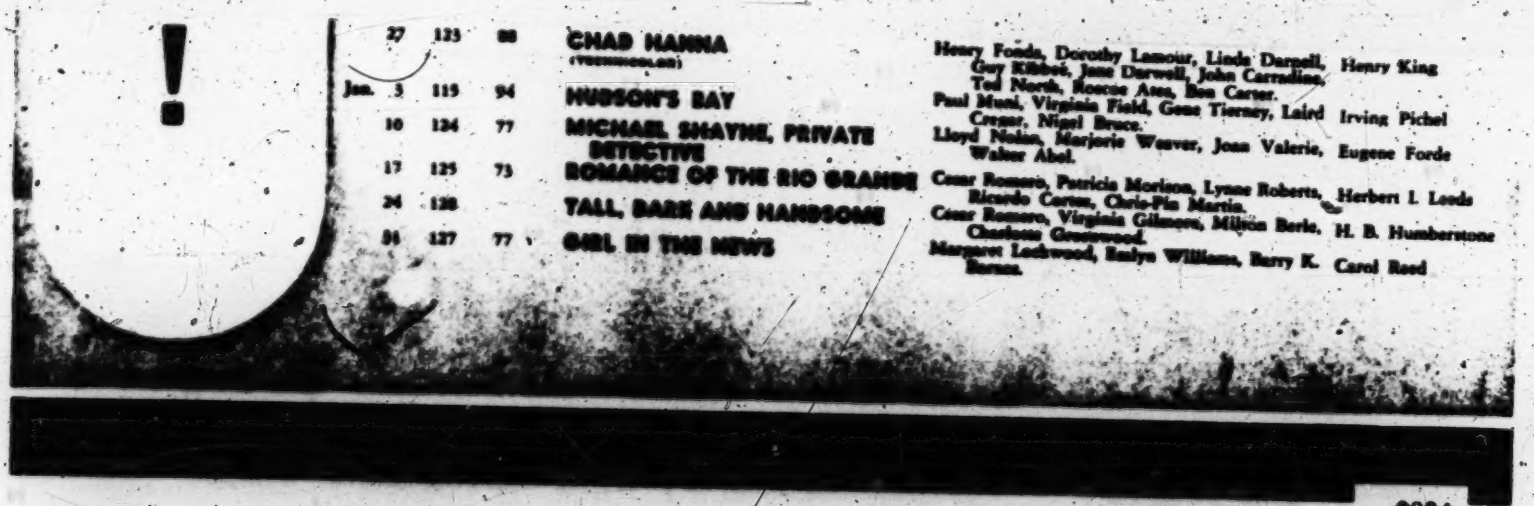
	21	048	75	**CHARLIE CHAN'S MURDER CRUISE**	Sidney Toler, Marjorie Weaver, Lionel Atwill, Eugene Forde, Sen Yung.
	28	049		**LUCKY CISCO KID**	Cesar Romero, Mary Beth Hughes, Evelyn Venable, Dana Andrews, Chris-Pin Martin. H. B. Humberstone
July	5	052		**SAILOR'S LADY**	Nancy Kelly, Jon. Hall, Jean Davis, Larry Crabbe, Wally Vernon, Mary Nash. Allan Dwan
	12	046	71	**MANHATTAN HEARTBEAT**	Robert Sterling, Virginia Gilmore, Jean Davis, Edmund MacDonald, Don Beddoe. David Burton
	19	050		**MARYLAND** (TECHNICOLOR)	Walter Brennan, Fay Bainter, Brenda Joyce, John Payne, Charles Bickford, Hattie McDaniel, Marjorie Weaver. Henry King
	26			**No Release**	No Release.

6083

6083



	27	123	88	CHAD HANNA	Henry Fonda, Dorothy Lamour, Linda Darnell, Guy Kibbee, Jane Darwell, John Carradine, Ted North, Roscoe Ates, Ben Carter. — Henry King
Jan.	3	115	94	HUDSON'S BAY	Paul Muni, Virginia Field, Gene Tierney, Laird Cregar, Nigel Bruce. — Irving Pichel
	10	124	77	MICHAEL SHAYNE, PRIVATE DETECTIVE	Lloyd Nolan, Marjorie Weaver, Joan Valerie, Walter Abel. — Eugene Forde
	17	125	73	ROMANCE OF THE RIO GRANDE	Cesar Romero, Patricia Morison, Lynne Roberts, Ricardo Cortez, Chris-Pin Martin. — Herbert I. Leeds
	24	128	-	TALL, DARK AND HANDSOME	Cesar Romero, Virginia Gilmore, Milton Berle, Charlotte Greenwood. — H. B. Humberstone
	31	127	77	GIRL IN THE NEWS	Margaret Lockwood, Emlyn Williams, Barry K. Barnes. — Carol Reed

6084

3873

Sets The

Profit-Pace

For The New!

May	2			**No Release**	
	9	140	91	**THE GREAT AMERICAN BROADCAST**	Alice Faye, Jack Oakie, John Payne, Cesar Romero, Nicholas Brothers, Four Ink Spots.	Archie Mayo
	16	141	68	**THE COWBOY AND THE BLONDE**	Mary Beth Hughes, George Montgomery, Alan Mowbray, John Miljan.	Ray McCarey
	23	142	80	**THE GREAT COMMANDMENT**	John Beal, Maurice Moscovich, Albert Dekker, Marjorie Cooley.	Irving Pichel
	30	143	125	**BLOOD AND SAND** (TECHNICOLOR)	Tyrone Power, Linda Darnell, Rita Hayworth, Nazimova, Anthony Quinn, J. Carrol Naish, John Carradine, Lynn Bari, Laird Cregar.	Rouben Mamoulian
June	6	144	62	**FOR BEAUTY'S SAKE**	Ned Sparks, Marjorie Weaver, Ted North, Joan Davis.	Shepard Traube
	13	112	55	**THE BRIDE WORE CRUTCHES**	Lynne Roberts, Ted North, Edgar Kennedy, Robert Armstrong, Lionel Stander.	Shepard Traube
	20	146	102	**MAN HUNT**	Walter Pidgeon, Joan Bennett, George Sanders, John Carradine.	Fritz Lang
	27	145	79	**A VERY YOUNG LADY**	Jane Withers, Nancy Kelly, John Sutton, Janet Beecher.	Harold Shuster
July	4	147	91	**MOON OVER MIAMI** (TECHNICOLOR)	Don Ameche, Betty Grable, Robert Cummings, Charlotte Greenwood, Jack Haley, Carole Landis.	Walter Lang
	11	148	61	**ACCENT ON LOVE**	George Montgomery, Osa Massen, J. Carrol Naish, Cobina Wright, Jr., Stanley Clements.	Ray McCarey
	18	149	73	**DANCE HALL**	Cesar Romero, Carole Landis, William Henry, Jane Storey, J. Edward Bromberg.	Irving Pichel
	25	[redacted]		[redacted] **NO RELEASE**	[redacted]	

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6085

3874

1941-1942 FEATURE RELEASES

RELEASE SCHEDULE — FEB. 18, 1942

FINAL No. 1

20th Goes On To Triumphs Even

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Aug. 1	201	82	CHARLEY'S AUNT	Jack Benny, Kay Francis, James Ellison, Anne Baxter, Edmund Gwenn, Reginald Owen, Laird Cregar.	Archie Mayo
8	202	74	DRESSED TO KILL	Lloyd Nolan, Mary Beth Hughes, Sheila Ryan, William Demarest, Ben Carter	Eugene Forde
15	203	78	WILD GEESE CALLING	Henry Fonda, Joan Bennett, Warren William, Ona Munson, Barton MacLane.	John Brahm
22	204	61	PRIVATE NURSE	Jane Darwell, Brenda Joyce, Sheldon Leonard, Robert Lowery, Ann Todd, Kay Linaker.	David Burton
29	205	86	SUN VALLEY SERENADE	Sonja Henie, John Payne, Milton Berle, Glenn Miller and Orchestra, Joan Davis, Lynn Bari, Nicholas Brothers.	H. Bruce Humberstone
Sept. 5	206	62	CHARLIE CHAN IN RIO	Sidney Toler, Mary Beth Hughes, Cobina Wright, Jr., Ted North, Victor Jory, Harold Huber, Sen Yung.	Harry Lachman
12	207	87	BELLE STARR (TECHNICOLOR)	Randolph Scott, Gene Tierney, Dana Andrews, John Shepperd, Elizabeth Patterson, Chill Wills, Louise Beavers.	Irving Cummings
19	208	64	WE GO FAST	Lynn Bari, Alan Curtis, Sheila Ryan, Don Deforest	William McGann
26	209	57	LAST OF THE DUANES	George Montgomery, Lynne Roberts, Eve Arden	James Tinling
26	210	69	MAN AT LARGE	Marjorie Weaver, George Reeves, Richard Derr, Steve Geray	Eugene Forde
Oct. 3	211	97	A YANK IN THE R.A.F.	Tyrone Power, Betty Grable, John Sutton, Reginald Gardiner, Gladys Cooper.	Henry King
10	212	73	GREAT GUNS	Stan Laurel, Oliver Hardy, Sheila Ryan, Dick Nelson, Edmund MacDonald	Monty Banks
10	213	56	RIDERS OF THE PURPLE SAGE	George Montgomery, Mary Howard, Robert Barrat, Lynne Roberts, Kane Richmond	James Tinling
17	214	80	WEEK-END IN HAVANA (TECHNICOLOR)	Alice Faye, John Payne, Carmen Miranda, Cesar Romero, Cobina Wright, Jr., George Barbier, Leonid Kinskey, Sheldon Leonard, Chris-Pin Martin	Walter Lang
24	215	68	MOON OVER HER SHOULDER	Lynn Bari, John Sutton, Dan Dailey, Jr., Alan Mowbray	Alfred Werker
31			NO RELEASE	NO RELEASE	
Nov. 7	217	72	SMALL TOWN DEB	Jane Withers, Jane Darwell, Bruce Edwards, Cobina Wright, Jr.	Harold Schuster
14	216	82	I WAKE UP SCREAMING (HOT SPOT)	Betty Grable, Victor Mature, Carole Landis, Laird Cregar, William Gargan, Alan Mowbray	H. Bruce Humberstone
21	219	92	RISE AND SHINE	Jack Oakie, George Murphy, Linda Darnell, Walter Brennan, Milton Berle, Sheldon Leonard, Donald Meek	Allan Dwan
28	220	69	CADET GIRL	Carole Landis, George Montgomery, John Shepperd, William Tracy	Ray McCarey

20th CENTURY FOX

1941-1942 FEATURE RELEASES

RELEASE SCHEDULE — **JUNE 24, 1942**

Final No. 2

Triumph After Triumph! 20TH CENTURY-

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Feb. 6	231	73	**YOUNG AMERICA**	Jane Withers, Jane Darwell, William Tracy, Lynne Roberts.	Louis King
13	232	70	**ON THE SUNNY SIDE**	Roddy McDowall, Jane Darwell, Stanley Clements, Katharine Alexander, Don Douglas, Freddie Mercer, Ann Todd, Jill Esmond.	Harold Schuster
20	233	74	**ROXIE HART** -	Ginger Rogers, Adolphe Menjou, George Montgomery, Lynne Overman, Nigel Bruce, Phil Silvers, Sara Allgood, William Frawley, Spring Byington, Ted North, Helene Reynolds.	William Wellman
27	234	62	**CASTLE IN THE DESERT**	Sidney Toler, Arleen Whelan, Richard Derr, Douglas Dumbrille, Henry Daniell, Edmund MacDonald, Sen Yung.	Harry Lachman
Mar. 6	235	67	**THE NIGHT BEFORE THE DIVORCE**	Lynn Bari, Mary Beth Hughes, Joseph Allen, Jr., Nils Asther, Truman Bradley.	Robert Siodmak
13	236	75	**SONG OF THE ISLANDS** (TECHNICOLOR)	Betty Grable, Victor Mature, Jack Oakie, Thomas Mitchell, George Barbier, Billy Gilbert, Hilo Hattie, Harry Owens and His Royal Hawaiians.	Walter Lang
20	237	86	**RINGS ON HER FINGERS**	Henry Fonda, Gene Tierney, Laird Cregar, John Sheppard, Spring Byington	Rouben Mamoulian
20	225	55	**LONE STAR RANGER**	John Kimbrough, Sheila Ryan, Jonathan Hale, William Farnum, Truman Bradley	James Tinling
27	238	87	**H. G. Wells'—KIPPS**	Michael Redgrave, Diana Wynyard, Phyllis Calvert, Arthur Riscoe	Carol Reed
27	239	53	**SUNDOWN JIM**	John Kimbrough, Virginia Gilmore, Arleen Whelan, Joseph Sawyer	James Tinling
Apr. 3	240	72	**SECRET AGENT OF JAPAN**	Preston Foster, Lynn Bari, Noel Madison, Sen Yung, Janis Carter	Irving Pichel
10	241	86	**TO THE SHORES OF TRIPOLI** (TECHNICOLOR)	John Payne, Maureen O'Hara, Randolph Scott, Nancy Kelly, William Tracy, Maxie Rosenbloom, Henry Morgan	Bruce Humberstone
17	212	57	**WHO IS HOPE SCHUYLER?**	Joseph Allen, Jr., Mary Howard, Sheila Ryan, Ricardo Cortez	Thomas Z. Loring
24			**NO RELEASE**	NO RELEASE	

FOX

Is The

Center

Of

Attractions!

May 1	243	65	THE MAN WHO WOULDN'T DIE	Lloyd Nolan, Marjorie Weaver, Helene Reynolds, Henry Wilcoxon.	Herbert I. Leeds
8	244	103	MY GAL SAL (TECHNICOLOR)	Rita Hayworth, Victor Mature, John Sutton, Carole Landis, James Gleason, Phil Silvers.	Irving Cummings
15	245	65	THE MAD MARTINDALES	Jane Withers, Marjorie Weaver, Alan Mowbray, Jimmy Lydon.	Alfred Werker
22	246	75	WHISPERING GHOSTS	Milton Berle, Brenda Joyce, John Shelton, John Carradine.	Alfred Werker
29	247	94	MOONTIDE	Jean Gabin, Ida Lupino, Claude Rains, Jerome Cowan, Thomas Mitchell, Helene Reynolds.	Archie Mayo
June 5	248	80	IT HAPPENED IN FLATBUSH	Lloyd Nolan, Carole Landis, Sara Allgood, Robert Armstrong.	Ray McCarey
12	249	82	THE MAGNIFICENT DOPE	Henry Fonda, Don Ameche, Lynn Bari, Edward Everett Horton.	Walter Lang
19	250	64	THRU DIFFERENT EYES	Mary Howard, Vivian Blaine, Donald Woods, George Holmes, Jerome Cowan, Frank Craven.	Thomas Z. Loring
26	231	102	TEN GENTLEMEN FROM WEST POINT	George Montgomery, Maureen O'Hara, John Sutton, Laird Cregar, John Sheppard, Sara Allgood, Victor Francen.	Henry Hathaway
July 3	252	68	POSTMAN DIDN'T RING	Richard Travis, Brenda Joyce, Emma Dunn.	Harold Schuster
10	254	70	UNITED WE STAND		
17			NO RELEASE	NO RELEASE	
24	253	110	THIS ABOVE ALL	Tyrone Power, Joan Fontaine, Thomas Mitchell, Phillip Merivale, Gladys Cooper.	Anatole Litvak
31			NO RELEASE	NO RELEASE	

Final No. 1 NOV. 25, 1942

Again...

In 1943...

20th Century-

Fox Is Going

To Make

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Aug. 1	301	80	FOOTLIGHT SERENADE	John Payne, Betty Grable, Victor Mature, Jane Wyman, James Gleason, Phil Silvers, Cobina Wright, Jr.	Gregory Ratoff
7	302	67	A-HAUNTING WE WILL GO	Stan Laurel, Oliver Hardy, Dante the Magician, Sheila Ryan, John Shelton, Don Costello.	Alfred Werker
14	303	64	LITTLE TOKYO, U.S.A.	Preston Foster, Brenda Joyce, Harold Huber, Don Douglas, June Duprez, George E. Stone.	Otto Brower
21	304	86	THE PIED PIPER	Monty Woolley, Roddy McDowall, Anne Baxter, Otto Preminger, J. Carrol Naish.	Irving Pichel
28	305	67	THE LOVES OF EDGAR ALLAN POE	Linda Darnell, John Shepperd, Virginia Gilmore, Jane Darwell, Mary Howard, Frank Conroy.	Harry Lachman
Sept. 4	308	98	ORCHESTRA WIVES	George Montgomery, Ann Rutherford, Glenn Miller and His Orchestra, Lynn Bari Carole Landis, Cesar Romero, Virginia Gilmore, Mary Beth Hughes, Nicholas Brothers.	Archie Mayo
11	311	70	BERLIN CORRESPONDENT	Virginia Gilmore, Dana Andrews, Mona Maris, Martin Kosleck, Sigmun Rumaa.	Eugene Forde
18	312	70	CAREFUL, SOFT SHOULDERS	Virginia Bruce, James Ellison, Aubrey Mather, Sheila Ryan.	Oliver H. P. Garrett
25	310	66	JUST OFF BROADWAY	Lloyd Nolan, Marjorie Weaver, Phil Silvers, Janis Carter, Richard Derr, Joan Valerie.	Herbert I. Leeds
Oct. 2	306	79	ICELAND	Sonja Henie, John Payne, Jack Oakie, Felix Bressart, Osa Massen, Joan Merrill, Fritz Feld, Sammy Kaye and His Orchestra, Sterling Holloway.	Bruce Humberstone
9	309	82	GIRL TROUBLE	Don Ameche, Joan Bennett, Billie Burke, Frank Craven, Alan Dinehart, Helene Reynolds.	Harold Schuster
16	314	81	MANILA CALLING	Lloyd Nolan, Carole Landis, Cornel Wilde, James Gleason, Harold Huber.	Herbert I. Leeds
23	315	71	THE MAN IN THE TRUNK	Lynne Roberts, George Holmes, Raymond Walburn, J. Carrol Naish, Dorothy Peterson.	Malcolm St. Clair
30	313	118	TALES OF MANHATTAN	Charles Boyer, Rita Hayworth, Ginger Rogers, Henry Fonda, Charles Laughton, Edward G. Robinson, Paul Robeson, Ethel Waters, "Rochester", Thomas Mitchell, Eugene Pallette, Cesar Romero, Gail Patrick, Roland Young, Elsa Lanchester, George Sanders, James Gleason, Hall Johnson Choir.	Julien Duvivier

Greater

In '42!

	28	221	60	**MARRY THE BOSS' DAUGHTER**	Brenda Joyce, Bruce Edwards, George Barbier — Thornton Freeland
Dec.	5	218	90	**SWAMP WATER**	Walter Brennan, Walter Huston, Anne Baxter, Dana Andrews, Virginia Gilmore, John Carradine, Mary Howard, Eugene Pallette — Jean Renoir
	12	222	73	**CONFIRM OR DENY**	Don Ameche, Joan Bennett, Roddy McDowall, John Loder, Raymond Walburn, Arthur Shields, Eric Blore — Archie Mayo
	19	223	62	**PERFECT SNOB**	Lynn Bari, Cornel Wilde, Charlie Ruggles, Charlotte Greenwood, Anthony Quinn, Alan Mowbray — Ray McCarey
	26	224	118	**HOW GREEN WAS MY VALLEY**	Walter Pidgeon, Maureen O'Hara, Donald Crisp, Anna Lee, Roddy McDowall, John Loder, Sara Allgood — John Ford
Jan.	2	226	85	**REMEMBER THE DAY**	Claudette Colbert, John Payne, John Sheppard, Ann Todd, Douglas Croft, Jane Seymour, Anne Revere. — Henry King
	9	227	75	**BLUE, WHITE AND PERFECT**	Lloyd Nolan, Mary Beth Hughes, Helene Reynolds, George Reeves. — Herbert I. Leeds
	16	228	67	**A GENTLEMAN AT HEART**	Cesar Romero, Carole Landis, Milton Berle, J. Carrol Naish — Ray McCarey
	23	229	73	**RIGHT TO THE HEART**	Brenda Joyce, Joseph Allen, Jr., Stanley Clements, Cobina Wright, Jr. — Eugene Forde
	30	230	98	**SON OF FURY**	Tyrone Power, Gene Tierney, George Sanders, Frances Farmer, Roddy McDowall, John Carradine, Elsa Lanchester, Harry Davenport — John Cromwell

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5875

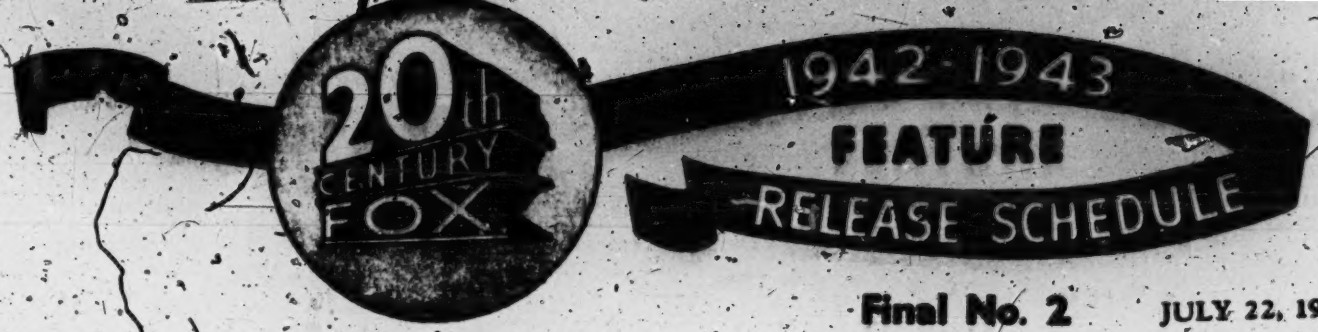
Exhibitors

Very, Very

Happy!

Nov.	6	317	91	**SPRINGTIME IN THE ROCKIES** (TECHNICOLOR)	John Payne, Betty Grable, Carmen Miranda, Harry James and His Music Makers, Cesar Romero, Edward Everett Horton, Charlotte Greenwood.	Irving Cummings
	13	318	76	**THAT OTHER WOMAN**	Virginia Gilmore, James Ellison, Dan Duryea, Janis Carter, Alma Kruger, Bud McAlister.	Ray McCarey
	20	307	78	**THUNDER BIRDS** (TECHNICOLOR)	Gene Tierney, Preston Foster, John Sutton, Jack Holt, Dame May Whitty, George Barbier, Richard Haydn, Reginald Denny.	William A. Wellman
	27	319	63	**THE UNDYING MONSTER**	James Ellison, Heather Angel, John Howard, Bramwell Fletcher.	John Brahm
Dec.	4	320	85	**THE BLACK SWAN** (TECHNICOLOR)	Tyrone Power, Maureen O'Hara, Laird Cregar, Thomas Mitchell, George Sanders, Anthony Quinn.	Henry King
	11	321	58	**DR. RENAULT'S SECRET**	J. Carrol Naish, John Shepperd, Lynne Roberts, George Zucco.	Harry Lachman
	18			**NO RELEASE**	No Release.	
	25	322	85	**LIFE BEGINS AT 8:30**	Monty Woolley, Ida Lupino, Cornel Wilde, Sara Allgood, Melville Cooper, J. Edward Bromberg.	Irving Pichel
Jan.	1	323	95	**CHINA GIRL**	Gene Tierney, George Montgomery, Lynn Bari, Victor McLaglen, Alan Baxter, Sig Rumann.	Henry Hathaway
	8	324	72	**WE ARE THE MARINES**	March Of Time Feature Release.	
	15	325	68	**OVER MY DEAD BODY**	Milton Berle, Mary Beth Hughes, Reginald Denny, Frank Orth, William Davidson, Wonderful Smith.	Malcolm St. Clair
	22	326	61	**TIME TO KILL**	Lloyd Nolan, Heather Angel, Doris Merrick, Ralph Byrd.	Herbert I. Leeds

MOVIETONE NEWS — TWICE WEEKLY **MARCH OF TIME — EVERY FOUR WEEKS**



Final No. 2 JULY 22, 1943

(Supersedes Schedule 7-43-43)

A GREAT 20TH YEAR COMES TO ITS CLIMAX WITH HITS THAT SET THE PACE FOR A

Release Date	Prod. No.	Running Time Hrs. Min.	PRODUCTION	CAST	DIRECTOR
Jan. 29	327	91	IMMORTAL SERGEANT	Henry Fonda, Maureen O'Hara, Thomas Mitchell, Allyn Joslyn, Reginald Gardiner, Melville Cooper, Brenwell Fletcher.	John Stahl
Feb. 5	328	73	CHETNIKS!	Philip Dorn, Anne Seymour, John Sheppard, Virginia Gilmore, Martin Kosleck, Felix Basch.	Louis King
12	329	57	THE MEANEST MAN IN THE WORLD	Jack Benny, Priscilla Lane, Rochester, Edmund Gwenn, Mary Boland, Anne Revere, Margaret Seddon, Helene Reynolds.	Sidney Lanfield
19	330	74	MARGIN FOR ERROR	Joan Bennett, Milton Berle, Otto Preminger, Carl Esmond.	Otto Preminger
26	316	103	THE YOUNG MR. PITT	Robert Donat, Robert Morley, Phyllis Calvert, John Mills.	Carol Reed
Mar. 5			NO RELEASE	NO RELEASE	
12	332	67	DIXIE DUGAN	James Ellison, Charlotte Greenwood, Charlie Ruggles, Lois Andrews, Helene Reynolds, Raymond Walburn, Ann Todd, Eddie Foy, Jr.	Otto Brower
19	331	70	QUIET PLEASE, MURDER	George Sanders, Gail Patrick, Richard Denning, Lynne Roberts.	John Larkin
26	335	90	HELLO, FRISCO, HELLO (TECHNICOLOR)	Alice Faye, Jack Oakie, John Payne, Lynn Bari, Laird Cregar, June Haver, Ward Bond, George Barbier, Aubrey Mather.	Bruce Humberstone
Apr. 2	334	73	HE HIRED THE BOSS	Stuart Erwin, Evelyn Venable, Thurston Hall, Vivian Blaine, William T. Orr.	Thomas Z. Loring
9	333	90	THE MOON IS DOWN	Sir Cedric Hardwicke, Henry Travers, Lee J. Cobb, Dorris Bowdon, Margaret Wycherly, Peter Van Eyck, William Post, Jr.	Irving Pichel
16	341	61	DESERT VICTORY	Filmed by and showing the British Eighth Army's successful campaign in North Africa.	
23	338	80	MY FRIEND FLICKA (TECHNICOLOR)	Roddy McDowall, Preston Foster, Rita Johnson.	Harold Schuster
30	337	78	TONIGHT WE RAID CALAIS	Annabella, John Sutton, Lee J. Cobb, Beulah Bondi, Marcel Dalio.	John Brahm
May 7	339	75	THEY CAME TO BLOW UP AMERICA	George Sanders, Anne Ayars, Ward Bond, Dennis Hoey, Sig Ruman, Ludwig Stossel.	Edward Ludwig
14	340	105	CRASH DIVE (TECHNICOLOR)	Tyrone Power, Anne Baxter, Dana Andrews, James Gleason, Dame May Whitty, Henry Morgan.	Archie Mayo
21	336	75	OSS-SUB INCIDENT	Henry Fonda, Dana Andrews, Mary Beth Hughes, Anthony Quinn, William Eythe	William A. Wellman
28			NO RELEASE	NO RELEASE	

GREATER YEAR TO COME!

28			[illegible]		
June 4			NO RELEASE	NO RELEASE	
11	342	74	JITTERBUGS	Stan Laurel, Oliver Hardy, Vivian Blaine, Douglas Fowley, Bob Bailey	Malcolm St. Clair
18	343	96	CONEY ISLAND (TECHNICOLOR)	Betty Grable, George Montgomery, Cesar Romero, Charles Winninger, Phil Silvers, Matt Briggs	Walter Lang
25			NO RELEASE	NO RELEASE	
July 2			NO RELEASE	NO RELEASE	
9			NO RELEASE	NO RELEASE	
16	344	77	STORMY WEATHER	Lena Horne, Bill Robinson, Cab Calloway and His Band, Katherine Dunham and Her Troupe, Fats Waller, Nicholas Brothers, Ada Brown.	Andrew Stone
23			NO RELEASE	NO RELEASE	
30			NO RELEASE	NO RELEASE	

MOVIETONE NEWS — TWICE WEEKLY

MARCH OF TIME — EVERY FOUR WEEKS

6089

1943-1944 FEATURE 20th RELEASE SCHEDULE

Final No. 1

JAN. 10, 1944

YEAR IN... YEAR OUT... THE ...

Release Date	Prod. No.	Running Time Min.	PRODUCTION	CAST	DIRECTOR
Aug. 6	401	70	**BOMBER'S MOON**	George Montgomery, Annabella, Kent Taylor, Walter Kingsford, Martin Kosleck, Dennis Hoey	Harold Schuster
13	402	112	**HEAVEN CAN WAIT** (TECHNICOLOR)	Gene Tierney, Don Ameche, Charles Coburn, Marjorie Main, Laird Cregar, Spring Byington, Allyn Joslyn, Eugene Pallette, Louis Calhern, Helene Reynolds	Ernst Lubitsch
★ 27	405	87	**HOLY MATRIMONY**	Monty Woolley, Gracie Fields, Laird Cregar, Una O'Connor, Alan Mowbray, Melville Cooper, Franklin Pangborn, Eric Blore, George Zucco, Montagu Love, Fritz Feld	John Stahl
Sept. 3	404	91	**CLAUDIA**	Dorothy McGuire, Robert Young, Ina Claire, Reginald Gardiner, Olga Baclanova, Jean Howard	Edmund Goulding
17	405	82	**WINTERTIME**	Sonja Henie, Jack Oakie, Cesar Romero, Carole Landis, S. Z. Sakall, Conrad Veidt, Woody Herman And His Orchestra	John Brahm
Oct. 1	408	76	**SWEET ROSIE O'GRADY** (TECHNICOLOR)	Betty Grable, Robert Young, Adolphe Menjou, Reginald Gardiner, Virginia Grey, Phil Regan	Irving Cummings
15	409	85	**PARIS AFTER DARK**	George Sanders, Brenda Marshall, Philip Dorn	Leonid Moguy
29	406	94	**IN OLD CHICAGO** (RE-ISSUE)	Alice Faye, Tyrone Power, Don Ameche, Brian Donlevy, Phyllis Brooks	Henry King
29	407	95	**BANJO ON MY KNEE** (RE-ISSUE)	Barbara Stanwyck, Joel McCrea, Helen Westley, Buddy Ebsen, Walter Brennan	John Cromwell

BIG ONES KEEP COMING FROM 20TH!

Nov.	5	412	93	**GUADALCANAL DIARY**	Preston Foster, Lloyd Nolan, William Bendix, Richard Conte, Anthony Quinn, Richard Jaeckel — Lewis Seiler
	5	414	80	**BATTLE OF RUSSIA**	Distributed for the U. S. Government by 20th Century Fox Film Corporation and exhibited under the auspices of the War Activities Committee Motion Picture Industry.
	19	413	63	**THE DANCING MASTERS**	Stan Laurel, Oliver Hardy, Trudy Marshall, Robert Bailey — Mal St. Clair
	26	410	95	**THE RAINS CAME** (RE-ISSUE)	Tyrone Power, Myrna Loy, George Brent, Brenda Joyce, Nigel Bruce — Clarence Brown
	26	411	99	**UNDER TWO FLAGS** (RE-ISSUE)	Ronald Colman, Claudette Colbert, Victor McLaglen, Rosalind Russell — Frank Lloyd
Dec.	3	415	75	**HAPPY LAND**	Don Ameche, Frances Dee, Harry Carey, Ann Rutherford, Cara Williams. — Irving Pichel
	24	416	103	**THE GANG'S ALL HERE** (TECHNICOLOR)	Alice Faye, Carmen Miranda, Phil Baker, Benny Goodman and His Orchestra, Eugene Pallette, Charlotte Greenwood, Edward Everett Horton, Tony De Marco, James Ellison, Sheila Ryan. — Busby Berkeley
Jan.	7	417	84	**THE LODGER**	Merle Oberon, George Sanders, Laird Cregar, Sir Cedric Hardwicke, Sara Allgood — John Brahm
	21	418	83	**UNCENSORED**	Eric Portman, Phyllis Calvert, Griffith Jones, Raymond Lovell, Peter Glenville — Anthony Asquith
	28	419	96	**LIFEBOAT**	Tallulah Bankhead, William Bendix, Walter Slezak, Mary Anderson, John Hodiak, Henry Hull, Heather Angel, Hume Cronyn, Canada Lee — Alfred Hitchcock

MOVIETONE NEWS — TWICE WEEKLY ★ **MARCH OF TIME — EVERY FOUR WEEKS**

6080

6285

1943-1944 FEATURE 20th RELEASE SCHEDULE

SUBJECT TO CHANGE

Final No. 2 MAY 17, 1944

★

A NEVER ENDING LINE OF HITS FROM

Prod. No.	Running Time	PRODUCTION	CAST	DIRECTOR
		FEBRUARY		
420	96	JANE EYRE	Orson Welles, Joan Fontaine, Margaret O'Brien, Peggy Ann Garner, John Sutton, Sara Allgood, Henry Daniell, Agnes Moorehead	Robert Stevenson
421	111	THE SULLIVANS	Anne Baxter, Thomas Mitchell, Edward Ryan, Trudy Marshall, John Campbell, James Cardwell, John Alvin, George Offerman, Jr., Selena Royle, Roy Roberts	Lloyd Bacon
		MARCH		
422	99	THE PURPLE HEART	Dana Andrews, Richard Conte, Farley Granger, Kevin O'Shea, Donald Barry, Trudy Marshall, Sam Levene, Charles Russell	Lewis Milestone
423	89	FOUR JILLS IN A JEEP	Kay Francis, Carole Landis, Martha Raye, Mitzi Mayfair, Jimmy Dorsey and His Orchestra, John Harvey, Phil Silvers and introducing Dick Haymes and the guest stars — Alice Faye, Betty Grable, Carmen Miranda, George Jessel	William A. Seiter
		APRIL		
424	90	BUFFALO BILL (TECHNICOLOR)	Joel McCrea, Maureen O'Hara, Linda Darnell, Thomas Mitchell, Edgar Buchanan, Anthony Quinn, Moroni Olsen	William A. Wellman
425	75	TAMPICO	Edward G. Robinson, Lynn Bari, Victor McLaglen, Robert Bailey, Marc Lawrence, E. J. Ballantine, Mona Maris, Tonio Selwart	Lothar Mendes
426	45	SHRINE OF VICTORY	A story of modern Greece, their sufferings and noble fight for freedom. Filmed with the officers and men of the Greek Navy.	
		MAY		
427	83	PIN UP GIRL (TECHNICOLOR)	Betty Grable, John Harvey, Martha Raye, Joe E. Brown, Eugene Pallette, Skating Vanities, Dave Willock, Condos Brothers, Charlie Spivak and His Orchestra	Bruce Humberstone
428	65	BERMUDA MYSTERY	Preston Foster, Ann Rutherford, Charles Butterworth, Helene Reynolds, Jean Howard	Benjamin Stoloff

[fol. 6092] EXHIBIT 338

c o p y

Schine Enterprises, Inc.,
Gloversville, N. Y.

October 24, 1932.

Mr. Jack Sichelman,
Fox Film Corporation,
New York, N. Y.

Dear Jack:

Myer Schine has referred me to your letter dated October 21st regarding Bellefontaine. Perhaps, Jack, you are not acquainted with what has happened in Bellefontaine. The man who has opened up the Court Theatre was a former employee of ours and due to numerous things which happened during his employment he was let out. He then took over the old Opera House in Bellefontaine and got two men to put up some money and opened up in opposition to us.

The only product which he has been able to buy has been from independent companies. There has not been a major company that has sold him any product. He has advertised in the newspapers that they should patronize local people. He has bucked chain operation and is selling the product for 10¢ and 15¢, children 5¢, not only this but he has flooded the entire town with passes and I am quite sure that it is not your company's intent to encourage opposition of this kind.

If it was possible for us to play second run you may rest assured that we would certainly do it but I believe you will agree with me that a town such as the size of Bellefontaine is not large enough for a first and second run house. We are charging a top of 40¢ admission at our Holland Theatre and we don't want to have the distributing companies make it impossible for us to continue getting this price. I am quite positive that if you will take this matter up and explain to Mr. J. R. Grainger, the things which I have mentioned to you in this letter, he will agree with me that you should not sell second run.

I have also written Mr. Schmertz advising him that we will take the remaining pictures which we did not buy first run,

FROM 20TH!

JUNE

Prod. No.	Running Time		
429	96	THE EVE OF ST. MARK	Anne Baxter, Michael O'Shea, William Eythe, John M. Stahl Vincent Price, Robert Bailey, John Archer, Dickie Moore
430	61	LADIES OF WASHINGTON	Trudy Marshall, Ronald Graham, Anthony Louis King Quinn, Sheila Ryan

JULY

Prod. No.	Running Time		
431	65	ROGER TOUHY, GANGSTER	Preston Foster, Victor McLaglen, Lois Andrews, Robert Florey Kent Taylor, Anthony Quinn, William Post, Jr.
432	85	CANDLELIGHT IN ALGERIA	James Mason, Carla Lehmann, Raymond George King Lovell, Enid Stamp-Taylor
433	103	*HOME IN INDIANA (TECHNICOLOR)	Walter Brennan, Jeanne Crain, Lon McCallister, Henry Hathaway June Haver, Charles Dingle, Ward Bond

MOVIETONE NEWS — TWICE WEEKLY ★ MARCH OF TIME — EVERY FOUR WEEKS

6091

3880

and, have also asked him to refrain from selling this second run house.

If you would like to have me forward some of the oppositions ads, if you will write me I will be very glad to mail them to you.

With kindest personal regards, I am

Very truly yours,
Schine Enterprises, Inc.
By: G. V. Lynch (Signed)

GVL:Z

[fol. 6093] EXHIBIT 356

SCHINE THEATRICAL CO., INC.

General Offices Gloversville, N. Y.

Gloversville, N. Y.
May 8, 1934.

Mr. Dave Miller
Universal Pictures
Buffalo, New York

DEAR DAVE:

Lou Goldstein advised me that Mr. Bork notified him that it was compulsory for us to play 20 pictures second run at the Capitol Theatre, Oswego.

In checking up our contract, I find that technically Mr. Bork is right insofar as the contract reads this way. However, in checking over the deal sheets signed by Sig Wittman, it clearly states that I am to repeat at the Capitol Theatre second run on all pictures which are played first run at the Strand.

I would appreciate it if you would kindly look at the copy of your deal sheet and I believe you will find I am correct in this matter. Then, I would appreciate it if you would kindly advise Mr. Bork regarding this.

Very truly yours, Geo. V. Lynch.

GVL:ECK.

[fol. 6094]

May 10, 1934.

Mr. Geo. V. Lynch
Schine Enterprises, Inc.
Gloversville, N. Y.

DEAR GEORGE:

Acknowledging yours of May 8th, with reference to the Capitol, Oswego contract, please be advised that, while I was not present at the time you made the deal with Mr. Wittman, I subsequently sent you contracts, for second runs in Oswego, Corning and Lockport, calling for twenty (20) pictures in each situation, so that we could definitely set up our records covering this transaction, and you signed these contracts and returned them to me, which were then forwarded to New York for approval.

We have no alternative, therefore, but to consider that you are obligated to play twenty (20) pictures second run in each one of these situations.

In view of the impending complaints being brought against you by opposition exhibitors, in just such situations as this, it is my suggestion that you follow through on the terms of these contracts, rather than allow the record to stand as of your deal sheet with Mr. Wittman, which merely allows you to hold up the playing of all of these pictures, in these situations, without any definite commitment.

If you will consult with Mr. Myer Schine, regarding these remarks, I think he will agree that this is good advice. Kindest regards.

Sincerely yours, Universal Film Exchanges, Inc.,
Dave Miller, Resident Manager.

DM-RA.

[fol. 6095] EXHIBIT 361

November 28, 1934.

PERSONAL

Mr. Myer Schine
Schine Enterprises, Inc,
Gloversville, N. Y.

DEAR MYER:

In accordance with our 'phone conversation, regarding Perry, N. Y., I am submitting herewith grosses on some of our pictures played during the 1932-33 Season, most of which played during 1933. We did not sell the exhibitor last year.

Title	No. Days	
Invisible Man	2	$254.60
Moonlight And Pretzels	3	398.90
Her First Mate	2	323.60
Secret Of The Blue Room	2	248.60
Don't Bet On Love	2	5.35
King Of Jazz	3	336.60
Kiss Before The Mirror	2	139.85
Out All Night	2	223.65
Cohens & Kellys In Trouble	2	254.50
Big Cage	3	225.60
Private Jones	3	207.15
They Just Had To Get Married	2	262.75
Old Dark House	2	185.45
Air Mail	3	266.80
All American	3	212.10
Once In A Lifetime	2	220.95

These grosses represent playdates on every change of the week, and it is very apparent that the average daily business, in this theatre, is well over $100.00.

[fol. 6096] The theatre is located in an old Town Hall, seating about 650, including a balcony. The Post Office is in the same building.

The town has a population of a little less than 5000, and is, virtually, isolated, the next town, of any consequence, being Warsaw, which is about ten miles away.

Perry has a Knitting Mills, and a Cutlery Works, which are working consistently, besides which, it is the center of a rich farming community—if a farming community can be considered rich these days.

Personally, I would liken the town, in many ways, to Cortland although, naturally, its possibilities are reduced considerably, because of the reduced population as against Cortland.

The exhibitor, now operating the theatre, can hardly be termed a "showman", in any sense of the word, and, undoubtedly, has made a lot of money in this town, despite himself.

I feel sure that this situation will bear investigation on your part.

I have tried to locate George Rosing, and have left word for him to get in touch with me at which time I will advise him regarding your desire to see him in Gloversville.

Kindest personal regards.

Sincerely yours, Universal Film Exchanges, Inc.,
Dave Miller, Resident Manager.

DM-RA.

[Here follows Photolithograph side folio 6097.]

EXHIBIT 363

EXHIBIT 383

UNIVERSAL FILM EXCHANGES, Inc.

DATE 2/28/35

Buyer L Buffalo — Booker Robert — Branch 168 — 2nd & 3rd — No. 15777

Term — Opening — No. 28 — Date Play — Booking Clerk Shirley A Lahore

NEWS REEL

	Age	No. Issues	Rental per Issue	Total Rental	Selling Date	No. Issues	Rental per Issue	Total Rental	Exploitation Date

Title of Feature	No. Days	Rental Terms	Title of Feature	No. Days	Rental Terms	Play
Show Boat			The Story Book			
Editor's Child			Adventure in the Ark			
Adopted Orphan		Exhibitor agrees to pay	Mystery of Life			
Adopted Orphan		feature (10) thereof	I Like My Love			
Ghost Student		from the 15th-5	Gale Perkins	3	15.00	
Magnificent Obsession		schedule @ $12.50 each	Counsellor at Law			
John Gold Production		2 days	Life Has Two Men			
Night Life of the Gods			Invisible Man	2	12.50	
Bride of Frankenstein			Glamour			
Untitled Prod.			Black Cat			
Penny			Stanley's Million	2	12.50	
Hell			Tell the World	2	12.50	
Fishes O'Hara			Mountain Lady			
$1,000,000 Reward			Beloved			
Moon Mullins			Cross Country Cruise			
The Raven			Let's Be Ritzy			
Keep on Smiling			Like It That Way			
A Cup of Coffee			Countess M. Cobb			
Tainted Lady			Affair—Gentleman			
Stamp Wins			Confession			
Coffee in the Air			Madame Spy			
Chasing Chorus			Sunday Mail			
It Happened in N. Y.			Kidnapping Mamma			
Mystery of Ed. Brand			Poor Rich			
Phi Beta Arrest			Cowboy Cure			
Confessions of Women			S. O. S. Iceberg			
What Women Dream			Midnight			
Man Reclaimed Head			Ring for a Night			
Ghost Expectations			Mom's Always Pressure			
Untitled Production			Hand Play			
Joy of Living			Love Cycling			
At Your Service			Myst and Magic			
Untitled Production			Love, Honor, Oh Baby	2	12.50	
Speed			Love Bird	2	12.50	
Untitled Production			Just a Show			
Untitled Production			Let's Talk a Show			
Cont. No. 865 TOTAL		Rec'd Rental 150.00	TOTAL		Rec'd Rental 37.50	
			AVERAGE		Rec'd Rental 12.50	
			All Quiet			

Buck Jones	6	2	12.50	75.00	Maynard	5 1-2	12.50	62.50
Cont. No. 865	TOTAL	Rec'd Rental		Rec'd Rental 75.00	TOTAL	Rec'd Rental	62.50	

No. Features Offered 12 — No. Features Licensed 12 — Net Consideration $ 87.50

Additional Terms: It is agreed that the features are to be third run in the city of Corning, to follow the Rahne houses- Fox and State; or a Rahne house and the Palace. Further, it is agreed the Buck Jones westerns are to be 2 cond run in the City of Corning.

Playing Arrangements: Two per month beginning April 1935.

EXHIBIT 5
FRANK M. KORN

[fol. 6097a] This deal represents an additional run in the town. Incidentally, this is our initial Third Run representation. This house was formerly our Second Run outlet, but was shoved out when Schine insisted upon a Second Run for the town.

Because of the manner in which Schine operates in their First Run we could not better the 18-picture commitment.

The Western pictures, which are Second Run, played the leading role in lining up the feature proposition.

Rentals are equitable for this situation, which is operating with a 10¢ admission price.

Recommend acceptance.

[fol. 6098] EXHIBIT 366

"L" Buffalo

Mr. A. Schimel, Home Office.

Re: Reliance Theatres, Inc.

DEAR MR. SCHIMEL:

Relative your letter of July 15th, I am attaching hereto copies of correspondence and contracts in connection with the action referred to.

As is pointed out in our reply to their letter of April 29th, 1933, we have a franchise with Schine which prohibited our negotiating deals with Reliance until Schine eliminated pictures.

In line with this procedure, we sold Reliance the following subjects on the dates and at the terms listed below:

8/26-28/34	I Give My Love	25% of gross	
8/29/ 8/29-30/34	The Love Captive	25% " "	
8/31-9/2/34	Embarrassing Moments	25% " "	First
9/30-10/2/34	All Quiet on Western Front	25% " "	Run
10/3-4/34	Countess of Monte Cristo	25% " "	
10/5-6/34	Uncertain Lady	25% " "	
10/31-11/1/34	Affairs of a Gentleman	25% " "	

They also used of the 1933-34 releases:

16 16 comedies = $7.50 each
8 single reels " $3.50 each and $5.00 each

Six (6) issues of our NEWS were spot booked at $10.00 each and they terminated the agreementthe agreement of their own volition.

On the previous Season's product, we sold the following:

3/22-24/34	Airmail	$17.50	
3/13-14/34	Kiss Before the Mirror	17.50	Second
3/11-12/34	Secret of the Blue Room	17.50	Run
3/22-24/34	King of Jazz	17.50	

Also:

1 two-reeler @ $7.50 and 2 one-reelers @ $5.50 each

1/21-24/34	The Rebel	$50.00	
1/21-24/34	Fighting President	15.00	First Run
1/27-30/24	Be Mine Tonight	50.00	

[fol. 6099]

Together with:

1/17-18 and 1/19-20/34	2 two-reelers @ $10.00 each	
4/22-24/34	1 Strange As It Seems @ $5.00	
1/12-13/34	1 Oswald Cartoon @ $5.00	
1/14-16/34	World's Greatest Thrills $10.00	
1/7-9 and 1/14-15/34	2 Radio Acts @ $10.00 each	
7/14-15/33	Laughter in Hell	$50.00 vs 20%
7/21-22/33	Nagana	50.00 " 20% First
7/23-25/33	Old Dark House	50.00 " 20% Run
5/11-13/33	Afraid to Talk	50.00 " 20%

On the 1931-32 Group, we sold second run after Schine:

8/30-31/33	Waterloo Bridge	$20.00
5/18-20/33	Reckless Living	20.00
8/13-14/33	Unexpected Father	20.00
9/7-9/33	Impatient Maiden	20.00
8/16-17/33	Back Street	25.00
8/18-19/33	Radio Patrol	20.00
10/25-26/33	Night World	20.00
7/2-4/33	Fast Companions	20.00
8/16-17	C. & K. in Hollywood	20.00
5/11-13	Brown of Culver	20.00
5/25-27	Scandal for Sale	20.00

On the current Season's product, we have offered them the following pictures, eliminated by Schine, which they have not seen fit to buy as yet, although notification was made by Salesman Siegel to Mr. Grafiades in this office, some months ago. These pictures are:

Great Expectations.
Cheating Cheaters.
Rendezvous at Midnight.

We are attaching also, for your further edification, correspondence in one of the Code Authority cases brought jointly against Schine and various Distributers including ourselves.

The financial responsibility of Reliance, insofar as we are concerned, is good, inasmuch as their bills have been paid promptly and without question.

[fol. 6100] "L" Buffalo

July 16, 1935.

Page #3

Mr. A. Schimel:

We apparently are interested only in the sale and delivery of product after Schine's operation, and we trust that the above information will be of value to you.

We would appreciate your returning the contracts and correspondence after it has served its purpose.

Sincerely yours, Nate Sauber, Resident Manager.

NS:SRM.

CC. Miss Dillon, CC. Mr. F. J. McCarthy, CC. Mr. W. B. Kraemer.

3886A

Admission Prices 10¢ | No. Days open each week 7

1954-55 Shorts	No. Sold	No. Days	Price per Subject	Total Rental	1955-56 Shorts	No. Sold	No. Days	Price per Subject	Total Rental
2-Reel Comedies					Tintin				
Cartoon Classics					Dozen Comedies				
Oswald Cartoons				9	Mentone Musicals				
Stranger Than Fiction				2 25/32	Oswald Cartoons				
Going Places					Strange as It Seems				
					Goofytone				
Red Rider					Gordon Ghost City				
Telepic Tommy					Pirate Treasure				
Rustlers Red Dog					Vanishing Shadow				
Call of the Savages					Perils Pauline				
Cont. No.	TOTAL	Prev. Sold		This Deal	TOTAL	Prev. Sold		This Deal	
Total 1954-55 (Including Features-Shorts Excluding Newsreel)			This Deal $ 225.00		Total 1955-56 (Including Features-Shorts Excluding Newsreel)			This Deal $	6097
Total 1954-55 (Including Features-Shorts Excluding Newsreel)			Prev. Sold $		Total 1955-56 (Including Features-Shorts Excluding Newsreel)			Sold Prev. $ 140.00	

Printed in U.S.A. 13 3/4

[fol. 6101] EXHIBIT 367

SCHINE THEATRICAL CO., INC.
General Offices Gloversville, N. Y.

Gloversville, N. Y.
September 11, 1935.

Mr. Nate Sauber
Universal Film Exchanges, Inc.
Buffalo, N. Y.

DEAR NATE:

I understand that someone has leased the opera house in Phelps and they are now operating under an admission price of 10¢ and 15¢. I would appreciate very much if you would kindly hold this town back 30 days after Geneva. We are charging in Geneva, 40¢, and we most certainly do not want Phelps to play pictures any sooner than 30 days after Geneva.

I would appreciate it if you would kindly advise me regarding this.

Very truly yours, Geo. V. Lynch.

GVL:L.

[fol. 6102] EXHIBIT 368

September 14, 1935.

Mr. Geo. V. Lynch
Schine Theatrical Co., Inc.
Gloversville, N. Y.

DEAR GEORGE:

Acknowledging your letter of September 11th, in the event we are successful in selling Phelps, N. Y., we will be very happy to comply with your wish to keep this town thirty days after Geneva. Kindest regards.

Sincerely yours, Universal Film Exchanges, Inc.,
Nate Sauber, Branch Manager.

NS-RA.

[fol. 6103] EXHIBIT 369

Universal Film Exchanges, Inc.

Carl Laemmle, President

Inter-Office Correspondence

Date: September 23, 1935.

From Exchange, Albany, N. Y.

To Mr. Dave Miller, Cleveland, Ohio.

DEAR DAVE:

Just spoke to George Lynch and he okayed the $7.50 News for Wooster. I am submitting contract to him today for signature, inasmuch as he would not let me sign same, due to the fact that he has a partner in Wooster and wanted his own signature on the contract in case of any trouble later on.

In Bucyrus, he wants our product and will make a deal with you direct.

In Van Wert, he wants you to get out of your second run and resell first run, as he does not want this other theatre to establish a second run policy in the town. He claims that he spoke to Mr. McCarthy about this about a week ago, and Mr. McCarthy agreed with him that it would be best to let this other fellow play our pictures first run.

He also claims that no other Company will sell this other theatre second run, and if he allowed us to sell him second run he is afraid all other companies will follow, and thereby establish a second run in the town.

Kindest regards.

Sincerely, P. T. Dana, Branch Manager.

PTD:EA.

[fol. 6104] EXHIBIT 370

Albany, N. Y., Sept. 23, 1935.

Mr. Frank McCarthy, Eastern Sales Manager.

Re: Schine Commitments.

DEAR MR. MCCARTHY:

The attached sheets show short product commitment for the Schine Theatrical Enterprises. It is not a very healthy commitment. However, George gives the following reasons for not buying shorts in the towns we have left out:

Buffalo Territory

Bath: Double feature policy.

All Buffalo Theatres: Double feature policy. Will continue to spot-book both shorts and serials as heretofore at same rentals. Does not contract for shorts or serials with any Company. (I doubt it.)

Canandaigua: Double feature policy.

Corning: Double feature policy.

Lockport: Double feature policy.

Newark: Double feature policy.

Rochester: Same as Buffalo Theatres. Will continue to spot-book at same rentals as heretofore.

Salamanca: Double feature policy.

Syracuse: First and second run—will spot-book at same rentals as heretofore. Claims no commitment with any other Company, but I know that Warners and RKO both had commitments with former operators.

Ohio Territory

Bellefontaine: Double feature policy.

Norwalk: Double feature policy.

Wooster: Double feature policy.

[fol. 6105] Albany Territory

Herkimer: Double feature policy.

Lake Placid: Bought ten single reels last year—eight are still undated and unplayed.

Massena: Bought ten single reels last year and seven are unplayed.

Norwich: Double feature policy.

Saranac Lake: Double feature policy.

Watertown: Double feature policy. One theatre burned. Still has thirteen undated singles.

Did not make any feature or short product deal for Athens, Bucyrus or Van Wert in Ohio. Meyer would not go along on the same formula for the top pictures in Athens, offering me the same as Bellefontaine. Lynch suggested that he make the deal later direct with Mr. Krieger for this town.

In Bucyrus there was no deal made in New York, and Lynch suggested that he make his deal direct with Dave Miller. He wants the pictures in this town, although, they still haven't a theatre.

In Van Wert, Dave Miller advises that upon Mr. Grainger's suggestion, he took away the first run from the opposition and sold him a second run. Lynch claims that he does not want a second run policy to prevail at the second run opposition and has promises from other major companies that they will not sell second run. Wants Dave Miller to reinstate first run at opposition as they will give up the pictures for this town.

All contracts are signed with the exception of Auburn, first and second runs, Syracuse, and Roosevelt Theatre, Buffalo. These contracts Mr. Lynch kept because they have to be countersigned by his partners.

I would suggest that you check up with Nate Sauber and Dave Miller, also Mr. Krieger as to whether or not the towns mentioned by Lynch as being strictly double features are so.

[fol. 6106] EXHIBIT 374

Universal Film Exchanges, Inc.

Inter-office Correspondence

From Exchange, Albany, N. Y.

Date: Oct. 28, 1936.

Mr. Paul Krieger, Universal Film Exchanges, 1634 Central Parkway, Cincinnati, Ohio.

DEAR PAUL:

We are encl-sing herewith contracts covering the Schine Circuit for Piqua, Athens and Delaware, Ohio.

If clearances stated on these contracts are not what other major companies granted Schine, you are then to take this matter up directly with George Lynch in Gloversville. It is my understanding with him that clearances as written in these contracts are the same as granted to him by other major companies.

Please have Comparative Price Schedules made out and submitted to New York this week, as Mr. Grainger would like to have these contracts cleared immediately.

Kindest regards.

Sincerely, P. T. Dana, Branch Manager.

PTD:EA.

Athens: 90 days City of Athens. 30 days ahead of Gloucester, Nelsonville, Logan, Pomeroy (x'd out).

[fol. 6107] EXHIBIT 381

June 22nd, 1937.

Mr. Paul Krieger, Cincinnati Exchange.

DEAR MR. KRIEGER:

In any situation that Schine takes over, where the terms of the former exhibitor's contract are in excess of what Schine pays us over their Circuit, Mr. Grainger has agreed to changing them to meet the terms of the Schine deal. It

will therefore be necessary for you to rebill My Man Godfrey in Paris and Richmond, Kentucky, at 30% of the gross.

Kind regards.

Sincerely, F. J. A. McCarthy.

FJM/TH.

c.c. Mr. Lynch:

You evidently have the same inside information on the Braddock-Lewis fight that I have. I understand that the wise money is on Braddock. What are you trying to do, take me for a ride?

[fol. 6108] EXHIBIT 384

January 4, 1938.

Mr. George Lynch, Schine Theatrical Enterprises, Gloversville, N. Y.

DEAR GEORGE:

You will recall when I spoke to you over the 'phone last week you were going to let me know by Thursday, December 30th, just what your plans were regarding our 1937-38 product in Medina, Ohio. Up to this writing I have heard nothing from you. At the same time the new opposition house has opened in Medina and we have had numerous requests from them for our product, and I am sure that I can get a very equitable deal from these people in view of this situation. You know, George, that I have been holding this product for you for the past six months and while I don't want to do anything that might be misconstrued by you or Meyer or Louis, certainly your attitude in this particular instance is most unfair, and I must ask that you advise by return mail whether or not you want to make a deal for our product in the Medina situation.

Unless I hear from you by the end of this week, I will consider that you are not interested and I will proceed to make a deal with the opposition house. I feel that in justice to Universal I have no alternative.

Kindest personal regards.

Sincerely yours, Dave Miller, Branch Manager.

M:Y.

[fol. 6109] EXHIBIT 385

Universal Film Exchanges, Inc.

Inter-office Correspondence

From Exchange N—Cleveland.

Date: 1/21/38.

Mr. F. J. A. McCarthy, Eastern Sales Manager, Home Office.

DEAR MR. MCCARTHY:

Apropos of the Bellevue situation, and prior to that, Shelby, I would like to call to your attention Medina, Ohio, and some of the typical Schine maneuvers involving Universal.

On March 19, 1937, within a few days after we had received a letter from Fine and Essick advising us that they were going into Medina, Ohio, and asking us to hold our product for them, I received the following letter from George Lynch:

"This is to advise that we have taken over the Princess Theatre in Medina, Ohio, and will be in a position to use your product. I will be very glad to make an appointment at your convenience to consummate a deal."

Copy of this letter was sent to Mr. J. R. Grainger. I immediately acknowledged this letter and asked Lynch to further advise whether or not he would be in Cleveland within the next week or whether he felt I should come to Gloversville to arrange this deal, and I sent you a copy of this letter. I recall distinctly that within the next few days, when talking to you over the phone, you advised me not to go to Gloversville.

Later, our Schine deal was received here with no mention whatsoever of a deal for Medina, and I have since then written several reminders to the Home Office about this situation but have had no action from Schine in Medina.

About four weeks ago both Fine and Essick made inquiries regarding our product for their house in Medina, and I tried to get direct from Lynch some admission as to what Schine's plans were, and finally, after Lynch had promised me as of a certain date that he would let me know definitely, and having not kept his promise, I wrote him on

[fol. 6110] January 4th giving him my ultimatum regarding this situation; copy of this letter was sent to you at that time and I am attaching a copy of same herewith. I heard nothing further from Lynch and in the meantime Fine and Essick were still pressing as to what our intentions were. I finally called Lynch on the phone on Monday after Grainger was in my office, and asked him just what he expected to do in Medina, and he informed me that he did not want to commit himself in writing but that it would be okay for us to *sell* our product. This "permission" being given to us ten months after he had asked us to hold the product.

Now we find it difficult to consummate a deal with Fine and Essick because of Fine's attitude towards playing Universal pictures on percentage and we are again a victim of the old Schine machine.

The above is for your information.

Kindest regards.

Sincerely yours, Dave Miller, Branch Manager.

M:Y.

[fol. 6111] EXHIBIT 386

c. c. Mr. Miller, Mr. Wittman

January 27th, 1938.

Mr. George Lynch,
Schine Theatrical Enterprise Co.,
Gloversville, N. Y.

DEAR GEORGE:

Prior to March 19th of last year our Cleveland office received a letter from Fine and Essick, advising him that they were going into Medina, Ohio, and wished to purchase our product for that situation. Before Mr. Miller could enter into any negotiations with these gentlemen he received a letter from you requesting that he hold our product for your use in Medina. At that time you advised him you were taking over the Princess Theatre, and you would shortly be in Cleveland to negotiate with him for that situation.

Pursuantly nothing had developed for our Cleveland branch, altho Fine and Essick had been consistently and persistently endeavoring to buy Universal product from the

Cleveland office without success, because of your letter to Mr. Miller. However, on January 4th Mr. Miller wrote you on this matter, and stated that if he had heard nothing from you at the end of that week he would take it for granted that you had no intention of buying our product there, and would, to the best of his ability dispose of the product. I also understand that Mr. Miller called you a week ago Monday and asked what you expected to do in Medina and you informed him it would be okay to sell our product elsewhere. I want you to realize, George, that this information was given us ten months after you requested us to hold the product.

Now Mr. Miller is in the position of being unable to close a deal with Fine and Essick because of our previous refusal to negotiate for this situation. I want you to know that it will be impossible for us to consider any such request unless a deal at the same time is made for our product in that situation.

Kind regards.

Sincerely, F. J. A. McCarthy.

FJM/TH

[fol. 6112] EXHIBIT 387

January 28, 1938.

Mr. G. V. Lynch,
Schine Enterprises Corp.,
Gloversville, N. Y.

DEAR GEORGE:

It has been brought to our attention that various major Companies are serving Waterloo within the 30-day period of the Seneca Falls showing, and I would want you to extend us the same consideration.

The type of clearance and availability we have on our Waterloo contract provides that we serve them within the 30-day period if any other major distributor does so.

I will anticipate this consideration, for it has been generally understood with you that you would grant me equal consideration if you made any deviations or exceptions to the set-up clearances.

For obvious reasons, I would prefer to discuss this matter with you in person, but not having an opportunity to be in

Gloversville at an early date, I have no alternative but to use this medium.

I will appreciate an early response to this request so that I will be in position to liquidate our contract in Waterloo.

Kind regards.

Sincerely yours, Universal Film Exchanges, Inc.
Nate Sauber, Branch Manager.

NS-RA

[fol. 6113] EXHIBIT 388

SCHINE CIRCUIT, INC.
General Offices: Gloversville, N. Y.
Gloversville, N. Y., February 1, 1938.

Mr. F. J. A. McCarthy,
Universal Film Exchanges Inc.,
Rockefeller Center,
New York City.

DEAR MR. MCCARTHY:

No doubt you have heard that George Lynch is ill at his home and will not be able to resume his duties for at least ten days to two weeks and, therefore, cannot give you any definite reply regarding Medina.

Kindest regards.

Sincerely, Schine Circuit, Inc. By: W. B. Kraemer.

WBK:Z

[fol. 6114] EXHIBIT 389

Albany, N. Y., Feb. 7, 1938.

Mr. A. J. Herman,
District Manager,
Boston.

DEAR MR. HERMAN:

I saw Louis Schine today with reference to clearances asked over the Smalley Circuit. Mr. Schine absolutely refuses to grant us the privilege of serving pictures other than the clearances under which his contracts were taken.

He insists that Metro, Fox and any other Company that we claim are not serving in accordance with the clearances

requested by him, are not doing so, and that if they are, it is being done without his knowledge.

Mr. Schine warned me that if we serve Smalley, that he will stop booking our pictures.

I had to take this matter up with Mr. Schine today, because Smalley insisted Saturday that I advise him one way or the other, today. George Lynch is still quarantined and could not be reached except by telephone, and when I attempted to call him from Gloversville, his wife answered and told me he was resting and could not be disturbed.

I have wired Smalley today as follows: "Cannot accept contracts as written. Letter follows."

Kindest regards.

Sincerely, P: T. Dana, Branch Manager.

PTD:EA

cc: F. J. A. McCarthy.

[fol. 6115] EXHIBIT 409

#3

Albany, N. Y., Sept. 23, 1935.

MR. FRANK MCCARTHY:

Mr. Lynch insisted upon having reversion figures inserted on all contracts. The figures accepted are actually less than those set up by Fox as I would not accept a Fox figure. I saw all the Fox deal sheets for those towns where we have granted a reversion. Our figures are from $150.00 to $400.00 less than the Fox figures.

I secured a $7.50 News contract for Wooster Theatre, Wooster, Ohio, in addition to the deals for the Newsreel already made. Mr. Lynch is signing this contract and will forward it direct to the Cleveland Office.

Kindest regards.

Very truly yours, P. T. Dana, Branch Manager.

PTD:EA

[fol. 6116] EXHIBIT 390

SCHINE CIRCUIT, INC.

General Offices: Gloversville, N. Y.

Gloversville, N. Y., February 15, 1938.

Mr. Nate Sauber,
Universal Film Exchanges Inc.,
505 Pearl St.,
Buffalo, N. Y.

DEAR NATE:

Regarding your letter of January 28 to George Lynch, we cannot permit you to serve Waterloo within thirty days clearance period after Seneca Falls. Kindly be guided accordingly.

Very truly Yours, Schine Circuit, Inc. By L. Goldstein.

LG:EMH

[fol. 6117] EXHIBIT 391

UNIVERSAL FILM EXCHANGES, INC.

Inter-Office Correspondence

From Exchange: Washington. Date: Nov. 14, 1938.

Mr. A. J. Herman,
Home Office.

DEAR AL:

Oscar Blumenthal this morning called my attention to the deal made by Dave Miller with Schine for the Arcade Theatre, Salisbury, Md.

Very frankly, I think it is lousy in comparison to our former deal, both of which I am enclosing for your edification.

At the same time, Oscar informed me that George Lynch was arranging with Mr. Scully to wash out all the existing deals we have in the towns they have taken over. In three towns, namely, Easton, Hurlock and Federalsburg, Md., we do not as yet have a Schine deal.

Very frankly, Oscar and myself do not know anything at all about the Schine situation, as to what the deals actually are and what disposition is to be made with the deals now existent. Inasmuch as George Lynch has started to date, it becomes imperative that we hear from you on the above so that we might handle this situation in an intelligent manner.

Please let me hear from you immediately.

Kindest regards.

Sincerely, Paul (Paul Baron), Acting Branch Mgr.

PB:BS

[fol. 6118] EXHIBIT 392

December 14th, 1938.

Mr. Dave Miller,
Cleveland Exchange.

DEAR MR. MILLER:

Mr. Baron has written us regarding the Schine contract for Salisbury, Maryland. He claims that George Lynch has informed him that he is arranging with Mr. Scully to wash out the existing deals he had in the Washington territory, for Easton, Hurlock and Federalsburg, Md.

Mr. Baron is quite unfamiliar with the Schine situation as to what is to be done with the product unplayed as of last season.

What information can you give him as to your understanding of what was to be done on this old product?

Kind regards.

Sincerely, F. J. A. McCarthy.

FJM/TH

(Here follows 1 Photolithograph, side folio 6119)

[fol. 6120] EXHIBIT 396

Universal Film Exchanges, Inc.

Inter-Office Correspondence

From Exchange Buffalo, N. Y. Date May 23, 1939

Mr. F. J. A. McCarthy
Eastern Sales Manager
Home Office

Dear Mr. McCarthy:

Acknowledging receipt of your letter of May 19th, re- information to assist you in your negotiations with the Schine Circuit, may we suggest that when negotiating for the sale of our releases to the Granada and Riverside Theatres, Buffalo, the Clearance and Run be identified as follows:

Riverside Theatre—Buffalo

Run: Subsequent
Clearance: Immediately after North Park; 14 Days ahead of Kenmore.

Granada Theatre—Buffalo

Run: Subsequent
Clearance: Open Booking with Kenmore; 7 Days ahead of Central Park, Varsity and Grider-Kensington

and in Rochester:

Riviera Theatre—Rochester

Run: Subsequent
Clearance: 30 Days on Hollywood; 21 Days on all Subsequent Runs

Dixie Theatre—Rochester

Run: Subsequent Run—Must play within Riviera's 21 Days Clearance

State Theatre—Rochester

Run: Subsequent Run—Must play within Riviera's 21 Days Clearance

[fol. 6121] Liberty Theatre—Rochester

Run: Subsequent Run—Must play within Riviera's 21 Days Clearance

Madison Theatre—Rochester

Run: Subsequent.
Since Schine now operates—if they wish to come within Riviera's 21 Days Clearance, this is satisfactory.

Monroe Theatre—Rochester

Run: Subsequent.
Since Schine now operates—if they wish to come within Riviera's 21 Days Clearance, this is satisfactory.

West End Theatre—Rochester

Run: Subsequent
Clearance: Open Booking with Arnett

Lake Theatre—Rochester

Run: Subsequent

Grand Theatre—Rochester

Run: Subsequent

Cameo Theatre—Rochester

Run: Subsequent

Very truly yours,
John J. Scully
Branch Manager

JJS-rd
cc—Mr. W. A. Scully
cc—Mr. Dave Miller

[fol. 6122] **Exhibit 396**

Mr. Miller—Same letter to Albany, Cincinnati and Cleveland.

May 19th, 1939.

Mr. J. J. Scully,
Buffalo Exchange

Dear Mr. Scully:

Will you please send to me as quickly as possible, any and all information you might have that will assist in our negotiations with the Schine Circuit, on a deal for our new product.

Kind regards.

Sincerely,

FJM/TH

F. J. A. McCarthy

[fol. 6123] **Exhibit 397**

Universal Film Exchanges Inc.
913 New Jersey Ave. N. W., Washington, D. C.

June 8, 1939

Mr. F. J. A. McCarthy
Eastern Division Manager

Dear Mr. McCarthy:

Rather than wait any longer for the forms to arrive, in accordance with your letter of May 31, we made our own chart for the Schine Circuit in this territory and submitted same to you yesterday.

Kindly note that aside from the fact that Paramount, MGM and Warner Bros. have much better deals, more percentage pictures and full deals in Salisbury, Cambridge and Easton and twenty-six to forty picture deals with the top group at percentage, in Hurlock and Federalsburg, we are entitled to more pictures at percentage, 35% and 30% terms; to full commitments in Salisbury, Cambridge, and Easton; to a minimum of twenty-six pictures in Hurlock plus all Arlen-Devine Features and all of the Westerns based upon past

performance in said good situations, with one exception, i.e., Hurlock, before the Schine Circuit took over same.

Our blind checking records substantiate the fact that said circuit is buying our product "at peanut prices". Further, in the period less than a year, since the Schine Circuit "invaded" this unique Eastern Shore Peninsula, (please refer to a map) the business of *all* surrounding town situations has been greatly depleted. Said circuit's policy of featuring previously unheard of "Big Bank Nights" of $400.00 and more in the larger situations, coupled with double bill ing on certain days (in what was previously a single bill territory), is hurting all other theatre situations in said sector.

Mr. Herman accompanied me along the Eastern Shore and familiarized himself with the aforenamed Schine Circuit situations. Further, he was given the Paramount 1938-39 deal for each of said situations. No information could be obtained about Twentieth Century-Fox, since said company's product is being shown in the New-Ulman's Opera House Theatres, opposition to Schine's Arcade and Wicomico Theatres in Salisbury, the key situation of the Shore.

If there is any further information that you may wish concerning the aforelisted situations, I shall be happy to follow through at your request.

Kind regards.

Sincerely,

B. B. Kreisler
Branch Manager

BBK:LF
cc W. A. Scully
A. J. Herman

[fol. 6124] EXHIBIT 409

Albany N Y Sept. 23, 1935.

#3

Mr. Frank McCarthy:

Mr. Lynch insisted upon having reversion figures inserted on all contracts. The figures accepted are actually less than those set up by Fox as I would not accept a Fox figure. I saw all the Fox deal sheets for those towns where we have granted a reversion. Our figures are from $150.00 to $400.00 less than the Fox figures.

I secur d a $7.50 News contract for Wooster Theatre, Wooster, Ohio, in addition to the deals for the Newsreel already made. Mr. Lynch is signing this contract and will forward it direct to the Cleveland Office.

Kindest regards.

Very truly yours,

P. T. Dana
Branch Manager.

PTD:EA

[fol. 6125] EXHIBIT 412

Schine Enterprises, Inc.
General Offices Gloversville, N. Y.

SE

Gloversville, N. Y.
September 10, 1932.

Mr. Jack E. Flynn,
Metro-Goldwyn-Mayer Corp.,
Detroit, Mich.

Re: Bellefontaine

Dear Jack:

I understand that Mr. Harry Moller, our former manager of the Holland Theatre, Bellefontaine, has taken a short term lease on the Opera House, Bellefontaine. Mr. Moller was discharged from this organization for a number of reasons which I am unable to explain to you in this letter. Since

his discharge, which is now over a period of six months, he has been causing us considerable trouble in regard to the propaganda he has been spreading, his main issue being that our admission prices are too high and that no one should have to pay over ten and fifteen cents for a show. He has now been able to sell this idea to the few people in Bellefontaine who have backed him to operate this Opera House. He personally has nothing and I want you to refrain from selling him any pictures whatsoever. Should your Cincinnati office sell or serve him with any pictures you will only be encouraging cheaper admission prices, double features and all in all unfair competition notwithstanding the fact that you will also hurt the film rentals which you are receiving from our theatre.

I know it is not your desire to hurt us and this is therefore the reason I am writing you this letter before the harm is done.

I would appreciate receiving a letter from you regarding this.

Very truly yours,
Schine Enterprises, Inc.
By: G. V. Lynch

GVL:Z

[fols. 6126-6127] EXHIBIT 413

Copy for W. F. Rodgers.

September 12th, 1932

Mr. Geo. V. Lynch,
Schine Enterprises, Inc.,
Gloversville, N. Y.

My dear George:

Yours of the 10th, regarding Harry Moller taking over the Opera House.

We do not feel that selling a second run account in *Bellefontaine* would be to our best interest and, therefore, in the event Mr. Moller should approach us, we will so inform him.

With best wishes.

Sincerely,

JEF:MM.
c.c. Cincy—together with copy of Mr. Lynch's letter 9/10/32.

[fol. 6128] EXHIBIT 424

Metro-Goldwyn-Mayer Distributing Corporation

From Mr. E. K. O'Shea—Buffalo To Mr. W. F. Rodgers

Subject: Berinstein Bros. Date October 13, 1933

Dear Mr. Rodgers:

We finally worked out a deal in Ithaca, N. Y. as to short product, News, preferred playing time and other minor terms, which I believe is now entirely satisfactory.

In all three situations, Ithaca, N. Y.—Seneca Falls, N. Y. and the Colonial Theatre, Albany, N. Y. the 8 specials are to include a Sunday. In Ithaca, N .Y. I have one Can News 4 days in the State Theatre at $25.00. I have another issue 3 days in the Temple, the "B" house at $7.50, the second week of release.

I allowed them some slight modification of terms on several series of comedies amounting in total to $265.00, but on the total sale of last year on our short product we received $2085.00 om Ithaca, and on the total for all series of single and two-reel subjects this year we will receive $2265.00, so that the difference is very little in this situation.

In Seneca Falls, N. Y. despite the fact that Schine has increased his clearance from 10 days to 30 days, Genevq over Seneca Falls, I received the same $40.00 on the flat rental pictures and adjusted the short subject contract $101.00 on the series difference compared to last year, so that this season we will receive $594.00 in total for our short product in Seneca Falls as against $590.00 last season.

In Albany the short subject prices are $7.50 and $12.50 for the Laurel-Hardy single reels the same as last year—no change here, and I received one issue of the News in Seneca Falls, second week of release—2 days—$4.00, and one issue of the News, second week of release—at the Colonial Theatre, Albany, 2 days—$3.00.

I am forwarding the contracts either late today or tomorrow morning, but I wanted you to have this record of the sale as soon as I could get it to you and I do not believe it

will be necessary now to take up any matter concerning differences with Mr. Ben Berinstein.

Sincerely
E. K. O'Shea

EKO'S:MF
cc J. E. Flynn

[fol. 6129] EXHIBIT 425

Schine Theatrical Co., Inc.

General Offices Gloversville, N. Y.

Gloversville, N. Y.,
October 21, 1933.

Mr. Jack Flynn, Metro-Goldwyn-Mayer Dist. Corp., 2310 Cass Ave., Detroit, Mich.

DEAR JACK:

Kindly excuse the delay in my not writing you regarding the theatres where we will wish to use your product second run. However, they are as follows:

Miami, Piqua.
State, Coming.
Hi-Art, Lockport.
Capitol or Richardson, Oswego.
Empire, Glens Falls.
Olympic, Watertown.

However, if there are any other opposition towns where you believe you can sell at second run, I would appreciate it if you will take the matter up with me first before selling. Regarding the towns on which we now have a positive second run, if you are ready at this time to negotiate a deal, I would appreciate it if you will kindly advise me so that I can make arrangements for the booking of your product.

With kindest personal regards, I am

Very truly yours, Schine Theatrical Co., Inc., G. V. Lynch.

GVL:MG.

[fol. 6130] EXHIBIT 426

Metro-Goldwyn-Mayer Distributing Corporation

For Use Only Between Offices of Corporation

From Mr. Ralph Pielow, Albany, to Mr. J. E. Flynn, Detroit.

Date Jan. 4, 1934.

DEAR MR. FLYNN:

Just returned from Gloversville where I had a long talk with both Meyer and Louis Schine, also George Lynch. They will not agree to the contracts for second run in Watertown and Glens Falls as they still want the right to play the percentage pictures on the days which they choose. They still insist upon sixty days clearance over third runs and want the privilege of playing the flat rentals three days when they so desire.

Meyer discussed with me at length the reasons why we should not sell second runs in towns under 75,000. I frankly believe that the reason he does not want us to sell situations of this kind is because he is not in favor of our selling third runs and rather than have us sell a third run, he would rather see us pass up a second run.

If we permit them to have their own way on the second run contracts this year, their demands next year will be entirely out of reason.

George is writing you a letter which I told him was unnecessary, however, he felt that he wanted to write it. He ridiculously stated to me that he felt we did not want to sell him in order that we could sell the other theatres in Watertown and Glens Falls. I told him that this was not the case as we were very pleased to do business with them if we could sell our product in the proper manner.

Will hold up the contracts until I hear from you.

Sincerely, Ralph Pielow, Resident Manager.

RP:FC.

[fol. 6131] EXHIBIT 430

Metro-Goldwyn-Mayer Distributing Corporation

For Use Only Between Offices of this Corporation

From Ralph Pielow, Albany, to Mr. J. E. Flynn, Detroit.

Date August 1, 1935.

DEAR MR. FLYNN:

The Schine contracts have all been signed by Mr. Lynch and are today being forwarded to the respective branches with the exception of Auburn and Amsterdam which contracts must be countersigned by Mr. Mort Shea.

Mr. Lynch is holding the contracts for the Granada and Riverside Theatres, Buffalo, as he wants to discuss the clearance for these two theatres with Mr. O'Shea. However, the deals as written up are okay.

Schine would not agree to any weekly payment plan on the short subjects although we discussed the matter at great length.

I feel that in some of the situations, the clearance that he is demanding is unfair and distinctly told Mr. Lynch that in all of the situations where he has clearance over other towns I would expect him to play the pictures immediately as they become available to him and in the event that he did not do so, we would have no other alternative but to reduce the clearance.

Sincerely, Ralph Pielow, Resident Manager.

RP:MAE.

[fol. 6132] EXHIBIT 433

Schine Theatrical Co., Inc.

General Offices Gloversville, N. Y.

Gloversville, N. Y.,
August 26th, 1935.

Mr. Ralph Pielow, Metro Goldwyn Mayer Pictures, Albany, N. Y.

Re: Ogdensburg

DEAR RALPH:

In reply to your letter dated August 24th regarding the protection in Ogdensburg over Canton this positively is not the understanding which Mr. Schine had with Mr. Flynn. The protection is to remain 30 days, the way it was agreed upon and the contracts signed called for 30 days in Ogdensburg over Canton. I am, therefore, letting it stand this way until such time as we see Mr. Flynn.

Very truly yours, Schine Theatrical Co., Inc., by Geo. V. Lynch.

GVL:Z.

[fol. 6133] EXHIBIT 435

Schine Theatrical Co., Inc.

General Offices Gloversville, N. Y.

Gloversville, N. Y.,
September 27th, 1935.

Registered return receipt requested.

Mr. Ralph Pielow, Metro Goldwyn Mayer Pictures, Albany, N. Y.

Re: Ogdensburg

DEAR RALPH:

Have not as yet received an answer to my letters of August 22nd and the 26th respectively regarding the protection on the Ogdensburg contract to remain "30 days over Canton," until such time as we see Mr. Flynn.

Kindly acknowledge your understanding of this by return mail.

Very truly yours, Schine Theatrical Co., Inc., by Geo. V. Lynch.

GVL:Z.

[fol. 6134] EXHIBIT 441

cc. Messrs. Flynn, O'Shea.

February 7, 1936.

Mr. G. V. Lynch, Schine Theatrical Co., Inc., Gloversville, N. Y.

MY DEAR GEORGE:

The matter affecting Oswego and Fulton again presents itself and for fear Myer Schine may be delayed in his return to New York, it is believed advisable that you take the matter up with him direct in Florida, or if you and Louis Schine want to decide the issue, well and good.

Although we know we are committed for a thirty day clearance to you at Oswego over Fulton this writer is firmly convinced that the clearance is excessive and I believe a ten day, or fourteen day clearance at the outside—but preferably ten day—would be sufficient for the Oswego house over Fulton.

For the reasons explained to you when you were last here, the matter is considered by us as important and sufficiently so to justify my asking you to give it your early consideration and it would be appreciated if you would let me hear from you.

With kindest regards.

Sincerely. ——.

WFR:CS.

[fol. 6135] EXHIBIT 444

Metro-Goldwyn-Mayer Distributing Corporation

For Use Only Between Offices of this Corporation

From Mr. E. K. O'Shea, Buffalo, to Mr. J. E. Flynn, Detroit.

Subject Schine Circuit.

Date June 15, 1936.

DEAR MR. FLYNN:

Regarding the various bank and cash nights in the Schine Circuit houses, please be advised that they have instituted one and two of these nights in every one of their situations and I am giving below the spots where they are having bank nights twice a week:

Geneva, N. Y.	Wednesday & Saturday
Lockport, N. Y.	Wednesday & Friday
Lake, Rochester	Monday & Thursday
Liberty, Rochester	Tuesday & Saturday
State, Rochester	Tuesday & Friday
Seneca Falls, N. Y.	Thursday & Saturday

In the instances of Geneva and Lockport particularly, you can understand just how difficult it would be to get extended playing time in these two towns because of the extra day on preferred time falling on a bank night. We have up to this time just been allowing the exact amount of the prize only and not allowing them to include any royalty or other expense. On the last several deductions that the Schine Circuit have made, they have added the royalty and while this might be a fair deduction, I want an expression from you before agreeing to this additional deduction because of the Bank Nights. In other words, instead of *their* being a $40.00 deduction in Geneva or Lockport, it would be $60.00 if we allowed the royalty that is paid to the bank night people.

Schine has also been asking us for additional flat rental pictures in these situations due to the Bank Nights, etc. in several of their towns, and are not willing to play percentage pictures on the nights where they have these cash give-aways. This is also getting to be a more difficult situation as far as the proper dating of our pictures is con-

cerned. I wish that you would take this matter up direct with Schine regarding these Bank Nights to this point: That the two bank nights a week in Geneva (Wed. & Sat.), and in Lockport (Wed. & Fri.) preclude the possibility of our getting extended playing time, and the fact that in Seneca Falls, Salamanca, State, Liberty, Dixie Theatres, Rochester, Rialto Theatre, Lockport, Geneva Theatre, Geneva and Riverside and Granada Theatres, Buffalo practically keep the second preferred datings of every week from us because they hesitate to book on a Friday and Saturday, or have as their second best change in most of their situations a Thursday and Friday which is far less desirable than the Friday and Saturday that most of our "A" class action pictures would be entitled to.

I believe if they are to have Bank Nights for the purpose of building up their business on the poorer days of the week, then certainly the bank nights should be without exception on a Wednesday and Thursday so that they would not interfere with the booking of our better class pictures on the more preferred changes of each week.

Sincerely E. K. O'Shea, Resident Manager.

EKO'S:MF.

cc. Mr. Connors. Mr. Pielow.

[fol. 6136] EXHIBIT 455

Copy for T. J. Connors

August 28th, 1937.

Mr. E. M. Booth, Cincinnati.

DEAR MR. BOOTH:

When in Gloversville last week, George Lynch told me of a house where we had sold our pictures that has a 10¢ adult admission at night. I believe it is the Opera House in Lexington, Ky.

As you know, it is the policy of our company not to sell ten cent theatres and I will appreciate your checking into this complaint and advising me.

With best wishes.

Sincerely, ——.

EKO'S:M.

[fol. 6137] EXHIBIT 456

METRO-GOLDWYN-MAYER DISTRIBUTING CORPORATION

For Use Only Between Offices of This Corporation

From E. M. Booth, Cincinnati. To Mr. E. K. O'Shea, Detroit.

Subject: Lexington, Ky. Date: August 30, 1937.

DEAR MR. O'SHEA:

Your letter of August 28th.

Mr. Lynch has made a slight error in advising you that the Opera House, Lexington, Ky. plays any of our pictures 10¢ adult admission after six o'clock. We have not and do not permit this practice in any situation. The facts are the admission at the Opera House is 10¢ matinee and 16¢ at night.

Am very sorry that Born to Dance played day and date with Broadway Melody. This was definitely a slip-up and, I agree with you, a bad booking. However, Mr. Schwartz of the Opera House was in the office this morning complaining about the business on Born to Dance which was less than 50% of what he usually does on a Sunday-Monday show.

In my opinion the situation in Lexington is very bad. While it is not my desire to suggest any changes of theatre operation where it tends to lessen our gross, nevertheless Schine's policy is materially affecting the surrounding towns. For instance, the price at the Ben Ali is 16¢ balcony, 22¢ main floor matinee and 22¢ balcony, 33¢ main floor at night with practically all changes double bills.

The Strand, second-run, plays some slough first-runs and always double bills at 16¢ to all matinee, and 16¢ balcony, 22¢ main floor at night. State—10¢ matinee and 16¢ at night.

When we sold Mr. Schwartz of the Opera House fourth run in Lexington, Schines were not operating under this policy. It has made it very difficult for the Opera House to continue under the present contract. He is going to try a few more pictures and then if he cannot possibly stand the prices charged, it will be necessary to make an adjustment. As above stated, he is charging 10¢ matinee and 16¢ at night, playing fourth run after Schines double bill at the Ben Ali, Strand and State on a comparable admission

price. He told me this morning he may be forced to charge 10¢ balcony and 16¢ main floor at night in order to meet this competition. Of course I definitely established with him I could not become involved or a party to whatever he decided to do as it related to competition and that we would not supply him our product at less than the contracted admission price, viz. 10¢ matinee and 16¢ at night. What makes it very hard is that for instance a picture like Maytime was played on a double bill at the State at 16¢.

Kindest regards.

Very truly yours, E. M. Booth.

[fol. 6138] EXHIBIT 457

September 1st, 1937.

Mr. E. M. Booth, Cincinnati.

DEAR MR. BOOTH:

Yours of Aug. 30th.

When I wrote you regarding admission prices in the Opera House, Lexington, it was not with any thought of an adjustment for this theatre.

Insofar as the Opera House charging 10¢ balcony and 16¢ main floor to meet the competition, I would like to have the gentleman who operates this theatre understand that M-G-M pictures are not being shown anywhere at night for 10¢ and we shall expect him to conform to the prices on his contract. Two wrongs do not make a right and this house going into a 10¢ policy would only force the Schine house to cut their price to meet the wrong kind of competition.

With best wishes.

Sincerely, —— ——.

EKO'S:MM.

[fol. 6139] EXHIBIT 459

Copy for T. J. Connors

E. M. Booth, Cincinnati; Mr. E. K. O'Shea, Detroit; Opera House, Lexington, Ky.

November 1, 1937.

DEAR MR. O'SHEA:

The reason for this letter is to explain in more detail the condition in Lexington.

As you know, we have sold Schine 1st, 2nd and 3rd runs. At the time we sold the Opera House the present fourth run contract we did not know that Schine would operate on their present policy. It has made it very difficult for the Opera House to pay the prices. The facts are he is considerably delinquent and it was necessary to make certain adjustments in order that we may quickly liquidate the contract.

The Opera House is charging 10¢ matinee and 16¢ at night all over the house.

The Kentucky, first-run—matinee 27¢, night 40¢—single feature.

The Strand, 2nd-run—matinee 16¢; night balcony 28¢, main floor 22¢; 100% double bill.

The State, 3rd-run—matinee 10¢; night 18¢; 100% double bill.

The Opera House has a $90 a day overhead excluding film. The past few months their average intake has been around $85 a day thru the week; Sunday from $150 to $200 and Saturday approximately the same. When we sold Mr. Schwartz 4th-run for the Opera House, neither of us knew what the possibilities were and Schines were not operating under their present policy.

Feel this exhibitor is definitely entitled to consideration and earnestly recommend approval of the attached alterations.

Very truly yours, Resident Manager.

EMB:EO. Enc.

[fol. 6140] EXHIBIT 476

SCHINE CIRCUIT, INC.

General Offices, Gloversville, N. Y.

Gloversville, N. Y.,
July 13, 1938.

Mr. Ralph Maw, Metro Goldwyn Mayer Pictures, Buffalo, N. Y.

DEAR RALPH:

This is to advise you that we will require clearance starting with the season of 1938-39 on our Grand Theatre, Rochester, over the Strand Theatre, Rochester.

I will appreciate your giving us whatever consideration you can in this respect.

Kindest regards.

Very truly yours, Schine Circuit, Inc., by G. V. Lynch.

GVL:Z.

[fol. 6141] EXHIBIT 488

Copy for T. J. Connors

Mr. R. W. Maw, Buffalo, N. Y.; Mr. E. K. O'Shea.

Clearance Changes.

May 15, 1939.

DEAR MR. O'SHEA:

With reference to your letter of April 25th, have analyzed the territory very carefully with regard to certain changes in clearance that I think advisable and justified and I am listing same below with my reasons for your consideration:

(1) Present Schine clearance of 30 days Newark over Lyons, Clyde and Palmyra, N. Y. This clearance is entirely too long as now set up and the three towns should be moved up to no later than 12 days after Newark, N. Y. because they are all within a radius of fifteen miles. Admission prices in each town as follows:

Newark—10¢-25¢-35¢.
Lyons—15¢-25¢.

Palmyra—10¢-25¢-35¢.
Clyde—15¢-25¢.

Prior to the term deal with Schine, these three towns enjoyed a 10-day availability after Newark, N. Y. 10 days, as you know, on Sunday pictures playing Newark would make them available the second Sunday after the Newark playdate to the other towns. Naturally, it is only on the top pictures that these accounts complain of the lateness of their availability. As you also know, we keep Newark back of Rochester and inasmuch as Geneva holds 30 days' clearance over Lyons and Palmyra, this automatically includes Clyde as Clyde and Lyons play pictures on an open booking basis from us. The Schine booker dates Newark after Geneva and this procedure keeps the aforementioned towns a greater number of days back of Geneva than the clearance calls for.

(2) Seneca Falls over Waterloo—present clearance 30 days. Waterloo admission 10¢-25¢, Seneca Falls admission 10¢-25¢-35¢. Seneca Falls, a Schine town, has been enjoying 30 days' clearance over this situation and the towns are about five miles apart. Schine's Geneva Theatre takes 21 days over Seneca Falls and with the present clearance set-up pictures become available from 60 to 90 days after Geneva. Believe this clearance should be reduced to not more than 21 days after Seneca Falls which is the same clearance that Schine's Geneva Theatre takes over Seneca Falls, N. Y.

(3) Kenmore, N. Y. with the Riverside Theatre, Buffalo playing ahead of Kenmore and the Granada and Kenmore Theatres playing day and date, believe the Granada and Kenmore availabilities should be moved up to not more than 14 days after the North Park instead of 21 days. Admission prices are identical.

(4) Dunkirk over Fredonia, Silver Creek and Angola. While clearance of 30 days has been set up over these situations for some time, believe that the smaller towns such as Angola and North Collins are severely affected because of the clearanee Dunkirk has taken over Silver Creek, which town in turn gets clearance over Angola and North Collins. We are at a decided disadvantage because each one of these towns can get sufficient product to buy clear on one another and we have for many years enjoyed

representation in all of these situations. I do not believe that the cutting of clearance from 30 to 14 days would effect the business in Dunkirk in the least and recommend that this clearance be reduced from 30 to 14 days. Ad- [fol. 6142] mission prices are as follows:

Silver Creek—10¢-25¢
Dunkirk—10¢-25¢-35¢ Loges 40¢
Fredonia—10¢-20¢-30¢ Loges 35¢
Angola—10¢-25¢

(5) Gowanda over Cattaragus, N. Y.—30 days present clearance. Mr. Lorence of the Cattaraugus Theatre has been agitating a clearance reduction between Gowanda and Cattaraugus for the past several years, altho he alone is definitely responsible for the necessity of longer clearance so granted by the distributors to Mr. Read of the Hollywood Theatre in Gowanda. I do not believe, despite Mr. Lorence's efforts to have the clearance reduced from 30 to 14 days or open booking if he can get it, that it would be to our best interests to reduce this clearance unless Mr. Lorence would definitely agree to conduct his business ethically by not advertising within the confines of the city of Gowanda until after the Gowanda run on our pictures is completed. As you know, Gowanda, N. Y. has been playing our product 100% for a great many years and gives us preferred and extended playing time. I mention this at this time because of the possibility of Messrs. Cohen & Kosch discussing the matter with you. These towns are fourteen miles apart, Cattaraugus charging 10¢-25¢ with a few loge seats at 35¢ and Gowanda charging 10¢ and 30¢.

(6) Suggest a reduction in clearance from Cortland over Marathon, N. Y. from 30 days to 14 days, also the same reduction in clearance from Cortland over Groton, N. Y. Marathon is 15 miles from Cortland and Groton is 12 miles from Cortland, Marathon charging 10¢-25¢, Cortland 10¢-25¢ matinee and 10¢-30¢-40¢ at night. Groton charges 10¢-25¢ and in addition to playing after Cortland also follows Moravia, N. Y.

(7) Present clearance of Ithaca over Moravia and Interlaken 30 days. Suggest changing to 14 days. This situation has been a particularly troublesome one and the cause of many complaints both by the Berinsteins and Mr. Ray

Pashley. I believe Mr. Pashley should be cautioned not to advertise our product in the Ithaca territory prior to the playing of same in the Ithaca "A" theatres where the majority of our pictures play on percentage and it is of the utmost importance that they be given an opportunity to earn. Ithaca charges 15¢-40¢, Interlaken and Moravia 15¢ and 30¢.

Believe the aforementioned changes are constructive and will materially assist in speeding up the liquidation of our product and further better terms, also effect a more pleasant business relationship with the accounts in question.

Sincerely, R. W. Maw.

RWM:MFL.
CC Mr. Connors.

[fol. 6143] EXHIBIT 491

METRO-GOLDWYN-MAYER PICTURES

Distributed by Loew's Incorporated

For Use Only Between Offices of This Corporation

From W. F. Rodgers, To Mr. T. J. Connors.
Subject, ——— ———. Date: June 8, 1939.

Mr. J. Myer Schine called on me yesterday and advised that he would reduce the clearance at Clyde, N. Y., over which his Newark house now enjoys 30 days, to 14 days.

He understands, however, we have sold Lyons equal availability with Clyde and he cannot agree to Lyons playing 14 days after Newark.

There is merit to his contention, because he mentioned that even though the information imparted was that Lyons was 10 miles from Newark, he measured it the night before last and from town limit to town limit between the two situations he says it is four and a fraction miles.

Mr. Dillard makes the suggestion that we try to persuade Mr. Schine to let the clearance be reduced to 14 days in both situations for the remainder of the current season and then next year it is quite apparent that when you sell Lyons you will not be able to sell them day and date, but that Newark

will have to get a greater clearance against them than they had against Clyde.

Will you take this up with Mr. Dillard and then you might want to talk to Mr. Schine on the telephone.

W. F. Rodgers.

WFR:MTL.

[fol. 6144] EXHIBIT 494

METRO-GOLDWYN-MAYER DISTRIBUTING CORPORATION

For Use Only Between Offices of This Corporation

From Mr. R. Pielow, To Mr. J. E. Flynn, Detroit.
Subject ——— ———. Date: Nov. 7, 1935.

DEAR MR. FLYNN:

When discussing different matters with George Lynch yesterday at Gloversville, he mentioned that he was going to meet you in Pittsburgh on Saturday and at that time further discuss with you the matter regarding clearance for Ogdensburg over Canton.

You will recall that at the time of signing the contracts he insisted upon 30 days Clearance over Canton for the 1935-36 product in view of the 1934-35 product only having fourteen days. The writer discussed this matter with you when you were in Albany and you refused to permit the 30 days and advised George accordingly, at the same time informing him that the next time that you were in Gloversville with the writer, you would further discuss the matter with him in order that he would be perfectly satisfied.

It seems that other Companies are using the old argument "We will give what Metro gives", and George mentioned he was going to bring this matter up in Pittsburgh but the writer would suggest that in the event he does, you inform him that you would rather hold the matter in obeyance for discussion until you come to Albany. By doing this we can then straighten the matter out I am sure, to the satisfaction of all parties.

Best wishes.

Sincerely, Ralph Pielow, Resident Manager.

RP/KS

[fol. 6145] EXHIBIT 496

METRO-GOLDWYN-MAYER PICTURES
Loew Building, 1540 Broadway
New York

February 28, 1936.

Mr. Ralph Pielow, Albany, N. Y.

DEAR MR. PIELOW:

This is to advise you that Mr. Rodgers has closed the deal for 1936-37 product with the Sehine Circuit.

The same clearance as set up for 1935-36 has been agreed to for the new season, the only exception being that at Ogdensburg, N. Y., the clearance is to be thirty (30) days over Canton, N. Y.

Sincerely, E. W. Aaron.

EWA:DRP

[fol. 6146] EXHIBIT 497

Copy for T. J. Connors.
Pictures—Distributed by Loew's Inc.

Nov. 30, 1936.

Mr. Ralph Pielow, Albany: Amsterdam—2nd Run.

Mr. J. E. Flynn, Netherlands Plaza Hotel, Cincinnati, O.

DEAR MR. FLYNN:

With further reference to second run, Amsterdam, N. Y.

When in Gloversville last week George Lynch mentioned that he would like to play a selective contract, second run, in the Regent Theatre, Amsterdam, and the writer informed George that we could not do business that way, and he then later mentioned that he doubted if the theatre would be opened, but he did not want us to sell the Orpheum Theatre, which request is unfair for him to make.

However, wish to advise that we can obtain the following proposition from the Orpheum Theatre, on the 39 first releases of the 1935-36 product:

7	@	$35.00 against 35%	—Fri.-Sat.
7.	@	35.00 "	30%—Fri.-Sat.
Balance		17.50 each, plus score	

Score $2.50 each picture.

48 Single Reels $2.50 each, in Color $3.00 each.
52 Issues of News @ $3.50
Trailers $1.50.

This theatre has 296 seats and is agreeable to play the pictures at least 45 days after first run. The admission prices are just 5¢ under the Schine second run house 10 and 15¢ in the afternoon and 10 and 20¢ in the evening.

The writer has advised the exhibitor operating this theatre that we would get in touch with him the latter part of this week or the first part of next week and give him a definite answer regarding the above proposition, as we do not feel that in selling this theatre product a year old that it would in any way effect the first run theatre and in view of the fact that other national companies are selling this theatre second run, there certainly should not be any objection to our selling the theatre in the event that we are agreeable to accepting this business.

Sincerely, ——, Resident Manager.

RP/KS.

[fol. 6147] EXHIBIT 499

SCHINE THEATRE ENTERPRISES
General Offices: Gloversville, N. Y.

Gloversville, N. Y., March 19th, 1937.

Mr. F. Drew,
Metro Goldwyn Mayer Pictures,
Cleveland, Ohio.

DEAR FRANK:

This is to advise you that we have taken over the Princess Theatre in Medina, Ohio, and will be in a position to use your product.

I will be very glad to make an appointment at your convenience to consummate a deal.

Kindest regards.

Very truly Yours, Schine Theatre Enterprises, by Geo. V. Lynch.

GVL:Z
cc:J. E. Flynn

[fol. 6148] EXHIBIT 500

WESTERN UNION

1937 Mar 18 PM 3 37

UA300 17-WUX Gloversville NY 18 316P
J E Flynn:

Metro Goldwn Mayer Pictures 2310 Cass Ave. Det.
Just closed deal for Princess Theatre Medina Ohio would like include this town in our f-anchise advise.

Lynch Schine Theatre Enterprises.

[fol. 6149] EXHIBIT 509

Metro-Goldwyn-Mayer Pictures

Distributed by Loew's Incorporated

For Use Only Between Offices of This Corporation
From: E. W. Aaron. To: Mr. W. F. Rodgers.
Subject: ——. Date: August 2, 1938.

When Meyer Fine and Perc Essick were in your office last week they discussed with you the Medina, Ohio situation.

In checking our records we find the following:

Schine has a 350 seat house in the town and has been sold the product for the remaining part of their national deal; therefore, he has two seasons yet to go, namely the 1938-39 season and the 1939-40 season.

The terms are as follows:

4 at 40%.
4 at 35%.
8 at $75.00.
14 at $50.00.
Balance $22.50.

Mr. Essick's house is a brand new one seating 800 and according to Mr. Essick is the best house in the town and one where some of our product should be playing.

I am listing below six pictures that have played on percentage so far:

Production	Days of wk.	Final Percent.	Gross	Net
Double Wedding	SMT	30%	247.83	74.35
Firefly	SMT	35%	272.10	83.65
Rosalie	SMT	37½%	333.39	125.02
Yank at Oxford	SM	35%	247.93	86.78
Girl of Golden West	SMT	35%	281.11	98.39
Test Pilot	SMT	40%	542.04	216.82

These pictures all have a reversion clause on them and the percentage listed is the final settlement.

Mr. Fine advised that the only product that they had for their house was half of Warners, all of Columbia, all of Universal and half of United Artists.

E. W. Aaron.

EWA:CS.

[fol. 6150] EXHIBIT 510

Metro-Goldwyn-Mayer Pictures

Distributed by Loew's Incorporated

For Use Only Between Offices of This Corporation

From W. F. Rodgers, To Mr. T. J. Connors.
Subject, —— ——. Date: July 29, 1938.

Concerning the Medina, Ohio, situation, Myer Fine informed me yesterday that he and his associates had commenced operation there before Schine acquired the house he now operates and that he felt they were entitled to Metro-Goldwyn-Mayer product there, or at least half of it.

Will you be good enough to investigate the entire situation and let me have facts.

W. F. Rodgers.

WFR:MTL.

[fol. 6151] EXHIBIT 511

Dec. 7, 1938.

Mrs. Percy Essic, and Mr. Meyer Fine.

DEAR FRIENDS:

Saw Myer Schine when in Buffalo on Monday. He informed me that he was having considerable trouble in the Medina situation and that it was necessary to arrange to buy out one of the partners. Details of purchase have been about concluded and he is now in a position to go forward and suggested that another meeting be arranged in New York for consummation of final details.

Would appreciate your advising me when it will be convenient for you to come to New York so that I can confirm the appointment with Myer.

Hope this will find your families well and happy. Kindest personal regards.

Sincerely, ———.

TJC:KS.

[fol. 6152] EXHIBIT 518

For Inter-office Correspondence

RKO DISTRIBUTING CORPORATION

Sept. 16, 1932.

To Home Office, Mr. E. L. McEvoy,
From Albany, C. R. Halligan.
Subject: Schine Circuit Deal.

DEAR EDDIE:

Am enclosing signed contracts for the Schine Circuit with the exception of Lake Placid which I will touch on later. You will also note a letter attached which is part of the contracts. The only difference is that they want sixty (60) days over a mythical second run that might open in the various towns, as well as ninety (90) days over Lake Placid Club.

As far as we are concerned in Albany, it means nothing, so it is perfectly satisfactory, because in all those towns

Schine has houses which could be opened second run and the danger of another second run theatre is so slight that I did not hesitate to grant it. However, as far as Bellefontaine and Wooster are concerned, I know nothing about it and while same was included in the letter that is really up to you for agreement.

As far as the second clause in the letter is concerned, it is O.K. in that we would be only too glad to have him pick up additional pictures and when I brought this up to him he said that he wanted it in there irrespective. I was wondering if there is any motive behind such a clause. My reason in mentioning this is that when we took a selective contract in Schroon Lake you rejected it until such time as we could get a clause to the effect that their selection would only be from such pictures announced as of the date of the contract, due to the fact that we might release something that they could secure which would not be agreeable to you.

As far as the last paragraph is concerned relative to cancelling out unplayed product at the Lyric Theatre, Wooster, he already had a signed letter from Harry Dixon on this and inasmuch as the date of said letter was August 17th and would not be in effect as far as these contracts are concerned, he incorporated same in the attached letter and you will note the postscript to the extent that approval of the contracts will also be approval of the attached letter. [fol. 6153] Harry Dixon's deal was not set when I left there. He was trying to get you on the 'phone and naturally, my understanding with Lynch is to the effect that if the Buffalo deal doesn't go through, the contracts I am sending to you are to be held up accordingly.

Regarding Lake Placid, I got in touch with Marshall Taylor and Harry Thompson this week and they agreed to fourteen days protection over Lake Placid with the exception of July and August, when they agreed to waive protection providing Lake Placid did not charge a lesser admission than Saranac Lake. This was agreeable to Lynch but before doing anything he wanted to take it up with Mr. Dodds of Lake Placid. I waited until Mr. Dodds arrived there and the result was that after a conference they decided that inasmuch as Paramount had sold them without any protection over Saranac Lake, as well as Fox, and also due to the fact that Metro agreed on a deal

without any protection, they would not allow the protection on our contract with the result that they would not sign the contract we had and naturally, I could not take the contract without it.

On my return to the office I talked with Harry Thompson, stating that I was going to take the matter up with you in New York and he was very agreeable to this in order to bring this to an issue. He stated emphatically that he has protection with Fox and that if Schine has a contract to the contrary it is a trick contract and that someone is liable to get burned. As far as Paramount and Metro are concerned, he claims they have not set the deal and they will not set the deal unless this protection is granted.

I would suggest that you get in touch with Mr. Peskay and bring this to an issue, irrespective of who gets burned, because last year we were innocently burned by similar tactics with Fox against Smalley, as well as Fiber and Shea against Johnstown and I see no reason why our company should be discriminated against by any circuit, regardless of their buying power.

[fol. 6154] Frankly, I think Lynch has a trick contract for Lake Placid. Incidentally, while he promised me that he had protection from Fox, Paramount and Metro over Canton and agreed that if any change in protection was made that we would also benefit, I can assure you right now that I will make the same personal check on Canton and Ogdensburg as I did last year with Oneonta and Cooperstown and Amsterdam and Johnstown and then use that evidence for a fair deal another year.

I could not get any shorts in Ohio. He claimed he could not do anything until the 15th of next month. When I called his attention to the fact that his reason for holding it up was until he got his deal set, he admitted that such was the case and when I mentioned that the reason he was holding us up was that he may be forced to buy shorts from someone else, he got rather peeved. However, I could do nothing on the shorts and naturally on the attached contracts we can do nothing until Harry Dixon gets set with his Buffalo deal.

Would suggest upon receipt of Harry's deal, if same is satisfactory that you wire us approval so that we can start dating the pictures accordingly.

In conclusion, please bring Lake Placid to an issue. Otherwise, we are out of this situation.

With kindest regards, we are

Sincerely, RKO Distributing Corporation C. R. Halligan, Branch Manager.

C.R. Halligan:S.

P. S. The contract which you sent us for Piqua was at a $20.00 average when in reality it should have been a $40.00 average. However, you will note we have corrected same and the contract is now at the $40.00 average.

[fol. 6155] EXHIBIT 519

For Inter-office Correspondence

R K O Distributing Corporation

October 17, 1933.

To Home Office—Mr. E. L. McEvoy.
From Albany—C. R. Halligan.
Subject: Palace and Victoria Theatres—Watertown.

DEAR EDDIE:

The attached contracts for the Palace and Victoria Theatres, Watertown, third and fourth run is an exceptionally good deal considering the fact that Schine is buying second run in this town for $22.50. The writer took a trip with Garvey last week and my main reason was to analyze and if possible, set the subsequent runs in Watertown.

Schine has brought about a very chaotic condition up there in that by his buying second run he leaves four other subsequent runs holding the bag for third run. The Strand and Liberty were naturally in the market for third run but we were able to convince the Palace and Victoria, operated by the same people, to buy third and fourth run in order to protect themselves. Incidentally, they are our old customers and were entitled to any consideration possible.

With the Schine second run at $22.50 and this third and fourth run of $60.00, it is almost as much as we got first run out of the town last year. I might add that owing to the way the runs are set up and the product sold, there is no

question in my mind but what we will sell a percentage of this year's pictures fifth run to either the Strand or Liberty because Schine is going to double feature all pictures second run which means the third and fourth run will have to double feature and that naturally brings about a policy that the others will have to follow with the result that they will need pictures and we positively will sell a fifth run also.

You will note we also got a deal on "India Speaks." This was arrived at in an odd way due to the fact that upon arriving in Watertown we found that Halliburton is scheduled to speak there on November 17th which naturally worked to our advantage. We contacted the women under whose auspices Halliburton is going to speak and I am quite certain that a campaign can be started which will do some business for the Palace and if they do business it will show Schine that the picture has possibilities in his other towns. I might add that Schine would not play this picture under [fol. 6156] any consideration and I would like to prove to him in Watertown anyway that it can do business.

You will note we also got a renewal on our News reel and all in all this Palace and Victoria deal is the best deal that ever came out of Watertown for runs of this type. Would therefore, ask that you wire us approval on this immediately.

Yours very truly, RKO Distributing Corporation,
C. R. Halligan, Branch Manager.

C. R. Halligan:S.
Att.

[fol. 6157]

EXHIBIT 520

Schine Theatrical Co., Inc.

General Offices, Gloversville, N. Y.

Gloversville, N. Y., September 22nd, 1933.

Agreement entered into this 22nd day of September, 1933 between the Schine Theatrical Co., Inc., and or its subsidiaries and the RKO Distributing Corp. whereby it is agreed that on the deal signed for the 1933-34 pictures the following clauses are to become part and parcel of the deal

and the approval of the contracts will be an automatic approval of this letter.

1. In the situations where there are 30% pictures it is agreed and understood that unless these two 30% pictures show the exhibitor a profit equal to 50% of what the distributor received as a film rental, the terms are to revert to 25%.

2. It is agreed and understood that where any 25% pictures are played as a double bill or with stage shows or vaudeville, the pictures are to revert to 15%.

3. It is also understood and agreed that on both the short subject and feature contracts, in towns where we overplay our committment the monies obtained by playing over the committment is to be applied dollar for dollar against towns where the committment is underplayed.

4. It is understood and agreed that if any of the 30% pictures are played on a midnight show the terms for the midnight show engagement is to be 20%. If any of the 25% pictures are played on a midnight show is to be 15%. In connection with these two clauses, it is understood that this midnight show will start between 11:30 and 12:00 Saturday night and is not to be part of the prior performance.

5. It is understood and agreed that in all towns and situations where the exhibitor has a selective contract, that the pictures which he wishes to reject, he will do so not later than 45 days of availability.

6. It is also understood and agreed that the designation of pictures will be given at the time of availability and the distributor has the right to allocate these said designations.

7. It is also understood and agreed that there will be no score charges on the pictures played on percentage. On the pictures played at flat rental basis, $2.50 is to be deducted from the flat buys in each situation and is to be set up as the score for the run.

(Signed) C. Russel Halligan, Branch Manager, RKO, Albany, RKO Distributing Corp. Harry Dixon, Branch Manager, RKO, Buffalo, RKO Distributing Corp. George V. Lynch, Schine Theatrical Co., Inc.

[fol. 6158] EXHIBIT 524

Gloversville, N. Y., October 29th, 1934.

Agreement entered into this 29th day of October 1934 and is in addition to any other agreements entered into with Mr. McAvoy between the Schine Theatrical Co., Inc., and or its subsidiaries and the RKO Distributing Corp., whereby it is agreed that on the deal signed for the 1934-35 pictures the following clauses are to become part and parcel of the deal and the approval of the contracts will be an automatic approval of this letter.

1. It is agreed and understood that where any 25% pictures are played as a double bill or with stage shows or vaudeville the pictures are to revert to 15%.

2. It is also understood and agreed that on both the short subject and feature contracts, in towns where we overplay our commitment the monies obtained by playing over the commitment is to be applied dollar for dollar against towns where the commitment is underplayed.

3. It is understood and agreed that if any of the 30% or 35% pictures are played on a midnight show the terms for the midnight show engagement is to be 20%. If any of the 25% pictures are played on a midnight show the terms for the midnight show is to be 15%. In connection with these two clauses it is understood that this midnight show will start between 11:30 and 12:00 Saturday night and is not to be part of the prior performance.

4. It is also understood and agreed that in all towns and situations where the exhibitor has a selective contract that the pictures which he wishes to reject, he will do so not later than 21 days of availability.

5. It is also understood and agreed that the designation of pictures will be given at the time of availability, and the distributor has the right to allocate these said designations.

6. It is also understood and agreed that there will be no score charge on the pictures played on percentage. On the pictures played at flat rental basis $2.50 is to be deducted

from the flat buys in each situation and it is to be set up as the score for the run.

C. Russel Halligan, Branch Manager, RKO, Albany, RKO Distributing Corp. Harry T. Dixon, Branch Manager, RKO, Buffalo, RKO Distributing Corp. George V. Lynch, Schine Theatrical Co., Inc.

[fol. 6159] EXHIBIT 526

For Inter-office Correspondence

RKO Distributing Corporation

To Mr. E. L. McEvoy—Eastern Sales Manager.
From Buffalo #4.
Subject: ——.

January 8th, 1935.

DEAR ED:

I am inclosing herewith deal covering 1934/5 product for the Palace Theatre, Corning, N. Y.

In this town we have sold first run product to Schine for the Fox or State theatre and we have also sold second run product to Schine for the State Theatre.

Of course, all of our pictures will not be played second run by Schine in Corning and we have been successful in securing this deal for the Palace. The contract is written up in an unusual manner, however, it is strictly to our advantage and if there are any pictures for this town that can be used by this independent house the exhibitor in this situation has obligated himself to play them at a rental which I believe to be fair taking into consideration the fact that our best pictures will no doubt, be played first and second run by Schine.

This contract will give us additional revenue and recommend its approval.

Very truly yours, H. T. Dixon, Branch Manager.

H. T. Dixon/LPR.
Inc.
cc:H. J. Michalson.

[fol. 6160] EXHIBIT 527

Harry Dixon—Buffalo.
E. L. McEvoy—Home Office.

DW #1293.
Jan. 10, 1935.

DEAR HARRY:

Before we accept the deal for the Palace Theatre of Corning, N. Y. I would like to know if the Schine Organization at any time have complained about the low admission charged by this theatre.

Furthermore, I would also like to know what other major distributors have sold this exhibitor their 1934/35 product.

Yours very truly, E. L. McEvoy, Eastern Sales Manager.

ELMcE:G.
Cc—Mr. Michalson.

[fol. 6161] EXHIBIT 528

For Inter-Office Correspondence

RKO Distributing Corporation

To Mr. E. L. McEvoy, Eastern Sales Manager.
From Buffalo #4.

DW #1293-B
February 18th, 1935.

DEAR ED:

Replying to your letter of February 14th, regarding the deal for the Palace theatre, Corning, N. Y., we are inclosing herewith the contract which is now approved to the exhibitor.

All other companies are serving this account and feel that this contract will not create any bad feelings with Schine.

Very truly yours, H. T. Dixon, Branch Manager.

H.T.Dixon/LPR.
Inc.
cc: H. J. Michalson.

EXHIBIT 530

HOME OFFICE COPY

RKO DISTRIBUTING CORPORATION

CHANGE OF CONTRACT - CANCELLATIONS

BRANCH Rfls #4 Boneberg-D | DATE ISSUED 12/11/35 | REV No. 350

OWNER Fred Gerber | THEATRE Palace | CITY STATE Corning, N.Y.

DATES OF CONTRACTS INVOLVED 8/19/35 | CONTRACT NOS. 3041

1 DIVISION NUMBER	2 TITLE OF PICTURE	3 CHANGE FROM: NO. OF DAYS	AMOUNT FILM RENTAL	AMOUNT SCORE OR FEE	4 CHANGE TO: NO. OF DAYS	AMOUNT FILM RENTAL	AMOUNT SCORE FEE	5 CANCELLATION: AMOUNT FILM RENTAL	AMOUNT SCORE FEE
41C101	Becky Sharp	2					Age 35%	17.50	2.50

[fol. 6163] EXHIBIT 539

Vitagraph, Inc.

Distributors of

Warner Bros. Pictures
Inter-Office Communication

First National Pictures Distributing Corporation.
The Vitaphone Distributing Corporation.

From Cleveland. Date September 10, 1932.
To Home Office. Attention of Mr. A. W. Smith, Jr.

Subject: Bellefontaine, Ohio.

When replying please refer to subject and number mentioned above.

DEAR MR. SMITH:

We just received the following wire from Mr. Lynch of the Schine Enterprises, Inc., Gloversville, N. Y., which is self explanatory.

"Hold 1931-32-33 product for me for second run Bellefontaine. Will see you your exchange next week or week after."

It is very evident that someone is taking over the Opera House in competition to the Schine Enterprises, and I am passing this information along to you for the reason that if you have made your first run deal with them, you also can handle the second run deal as well for the 1931-32, 1932-33 product.

Please advise.

Very truly yours, S. B. Kramer, Branch Manager.

SBK:MM.

CC: Mr. R. H. Haines.

[fol. 6164] EXHIBIT 542

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros. Pictures
Vitaphone Short Subjects

Inter-Office Communication

From Albany, N. Y. Date Jan. 12, 1934.
To Home Office. Attention of Mr. A. W. Smith, Jr.
Subject: State Theatre, Glens Falls, N. Y.

DEAR MR. SMITH:

I have the following proposition from the above account. This theatre is operated by Fred Mausert and it is really a third run and even though Schine has sixty days clearance over this theatre as his second run house, Mr. Mausert is agreeable to signing up with us.

3 at 40% 2 days
7 at $17.50 against 30% 2 days
25 at $12.50 2 days
25 at $10.00 2 days
Scores: $2.50
Trailers: 7 days $1.00
78 singles at $2.00
52 doubles at $4.00 making a total of $364

and the exhibitor agrees to pay us $7.00 per week except the weeks when he plays a three reel subject when the payment will be $9.00.

In view of the run, I think this is a very good deal and I hope before long Mr. Lynch will break down the 60 day clearance over this situation. The Empire is supposed to play 60 days after first run and then they hold up 60 days more over the State. Incidentally Mausert will be in the town regardless of how tough they would like to make it for him. I have known Fred for many years and I would class him with Bill Benton. He has never been in the habit of operating under any give away policies or any trick admissions and I should think that this would be taken into consideration in setting up clearance. As I told you this

morning over the 'phone, the clearance set up is all wet, but this will eventually be straightened out. At the present time he is hard hit for pictures and I have given him the right to repeat on our present pictures at $10.00. I would also like your okay to serve him Forty Second Street repeat at $25.00 flat rental.

[fol. 6165] In setting up the short product you will note I have arranged for a $7.00 a week payment plan and while we have a deal with Lynch at the Empire, he is not playing same. From his recent conversation with me, he thought it would be all right to serve shorts to the State Theatre with the Empire or ahead of it.

Very truly yours, R. S. Smith, Branch Manager.

RSS: CR.
cc—R. Smeltzer.

[fol. 6166] EXHIBIT 546

VITAGRAPH, INC.
Distributors of
First National Pictures Warner Bros. Pictures
Vitaphone Short Subjects

Inter-Office Communication

From Albany, N. Y. Date: June 25, 1934.
To Home Office. Attention of Mr. A. W. Smith, Jr.
Subject: Canton, N. Y.

DEAR MR. SMITH:

Alex Papayanakos of Canton was in today to date some pictures and in this situation he has been forced to wait a long time for Ogdensburg. In order to get dates I gave him a concession in price similar to the last revision I made and which you okayed. He had the following pictures available which he dated today:

Jimmy the Gent	$25.00 to be	$20.00
Harold Teen	25.00 " "	20.00
Reg. Nurse	20.00 " "	15.00
Modern Hero	20.00 " "	15.00
Upperworld	20.00 " "	15.00

Honorable Guy	25.00	" "	20.00
Merry Wives Reno	25.00	" "	15.00
Smarty	20.00	" "	15.00
Merry Frinks	25.00	" "	17.50
He Was Her Man	25.00	" "	20.00

He has been forced to wait 30 days after Ogdensburg for pictures and they certainly depreciate in this situation for reason it is a college town and most of the pictures are much older than 30 days, as Schine doesn't play them on release date.

At the present time Mr. Papayanakos is trying to eliminate this clearance and if he is successful, it will make a better condition for us all. Canton is a pretty good town under ordinary conditions and I believe if he can get the pictures newer, he will do more business and we could get more rental for our film.

Very truly yours, R. S. Smith, Branch Manager.

RSS:CR
cc-R. Smeltzer.

[fol. 6167] Exhibit 549

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros. Pictures Vitaphone Short Subjects

Inter-Office Communication

From Albany, N. Y. Date Aug. 31, 1934.
To Home Office. Attention of Mr. R. Mochrie.
Subject: Schine Protections.

Dear Bob:

I am sorry I didn't make myself clear over the telephone today regarding the suggested clearances desired by Schine. What I want to get at is this—take Little Falls for instance, the clearance reads 30 days over Dolgeville, but the Code Authority has already decided it should be 14 days. Lynch insisted that we go along on a 30 day basis even though the Board approved the 14 day arrangement.

Also in Watertown they want 30 days over Lowville the same as last year, even though the Board decided it should be 7 days clearance at the Avon Theatre and open booking with the Olympic.

I am holding up the contracts, but will submit the deal to you by letter. The reason for this is that I wrote George Lynch today relative to this change in the clearance set up, as he wants same to be part and parcel of the contracts.

I am giving you below the clause I read to you over the 'phone.

"The following are the protections which are to be inserted in the contracts and the protections listed herewith are part and parcel of the contracts signed this 29th day of August 1934 and the approval of the contracts dated this date will be the automatic approval of these protections."

Very truly yours, R. S. Smith, Branch Manager.

RSS:CR.

[fol. 6168] EXHIBIT 550

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros. Pictures Vitaphone Short Subjects

Inter-Office Communication

From Buffalo, N. Y. Date Sept. 1st, 1934.
To Home Office. Attention of Mr. A. W. Smith, Jr.
Subject: Schine.

DEAR MR. SMITH:

After a two day session at Schines, Ray Smith and I were finally successful in closing a short deal and also complete feature set up for their various situations. Blank contracts for the entire set up were signed.

It was utterly impossible to secure a short deal for Piqua, Ohio, as Mr. Schine claims that he double features

each change and did not buy any shorts last year and could not use any there this year.

Although in Bath, Canandaigua and Newark, I was compelled to lower the number of shorts from 52 singles to 40,—and from 52 doubles to 40. I made this up in other situations where last year they contracted for 52 singles and 52 doubles. This year I managed to sell 100%. This, plus increase we received on two reelers and technicolors will net us more money than we received last year as a whole.

In lieu of set up on shorts, per the attached it is necessary that we cancel the Penners in each of the following towns—

3—Bath
3—Canandaigua
4—Corning
1—Cortland
5—Geneva
5—Newark
2—Oswego
5—Salamanca

Although our 1934-35 short deal starts Dec. 1st, 1934, Mr. Schine assured me that on Nov. 30th, 1934, he would pay for any unplayed 1933-34 shorts in his situations.

Regarding features subsequent runs Buffalo and Rochester, I could not get more percentage pictures than we received last year. Same applies to second run in the following situations—Lockport, Oswego and Corning.

Reason for the 40 feature contract, instead of 60 which we received last year,—second run in the above situations is that Mr. Schine does not want to get into a mess with the Code Authorities as he did this past year. He, however, advised that if we do not sell the balance of 20 pictures to oppositions—second run,—he will do everything possible to use them.

Regarding protections,—they are set up the same as last year with the exception of the city of Rochester, and Mr. Schine absolutely refuses to take any part of his entire deal, unless we stipulate in his third run contracts that he will follow only Capitol and Temple Theatres, Rochester [fol. 6169] This was brought about by the fact that Schine had intended to take over Madison and Monroe Theatres from Fenyvessys, which deal fell thru and there is som

talk of Commerford taking over these two houses. Mr. Schine advises that whether or not that deal goes thru, he wants same run as he had last year (3rd run to follow only Capitol and Temple).

We are waiting your decision so that all contracts can be typed up for final approval.

Very truly yours, H. A. Seed, Branch Manager.

HAS-VM.
CC Smeltzer.

[fol. 6170] EXHIBIT 554

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros Pictures Vitaphone Short Subjects

Inter-Office Communication

From Albany, N. Y. Date Feb. 26, 1935.
To Home Office. Attention of Mr. A. W. Smith, Jr.
Subject: Amsterdam, N. Y.

DEAR MR. SMITH:

Mr. M. Kronick who operates the Orpheum Theatre, Amsterdam has written me several letters regarding the purchase of our product for second run in this town. At our recent meeting in New York we discussed this and you advised me to write you relative to what product he has bought. At the present time he has Paramount bought.

In talking to Lynch about this course he doesn't want us to sell them, but one thing Mr. Kronick does is at least run his theatre on a businesslike basis and does not cut his admissions. You were not in favor of selling second-run in Amsterdam even prior to the Schine set up, but in view of the fact that Paramount has sold him and no doubt the other companies will sell him, I cannot see any reason why we could stay out.

George Lynch, as you know, is away at the present time and he left us holding the bag for $1200 in short product.

We certainly give him every cooperation and in return he should give us the same. While I do not want to start anything that will effect us on future setups, and I do not want you to think I am trying to depreciate the value of our product by selling second run in Amsterdam, my thought is, while we don't want to get into any jam and I know the answer to why we shouldn't sell, yet there are towns smaller than Amsterdam where we set up second run deals.

This fellow was in here again yesterday and I have been stalling him with the hopes we can work out something here that would satisfy Mr. Schine. If the other fellows keep selling him and still sell Schine the coming season's product, there is no reason why we couldn't get this revenue.

Very truly yours, R. S. Smith, Branch Manager.

RSS:CR.

[fol. 6171] EXHIBIT 559

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros Pictures Vitaphone Short Subjects

Inter-Office Communication

From Cleveland. Date December 27th, 1935.
To Home Office. Attention of Mr. R. Mochrie.
Subject: Colonial Theatre, Fostoria, Ohio.

DEAR MR. MOCHRIE:

Enclosing a two year deal for the Colonial Theatre, Fostoria, O. This is a very good deal and suggest you let us have your approval.

Very truly yours, M. A. Mooney, Branch Manager.

MAM/AM.

[fol. 6172]

EXHIBIT 560

Home Office Copy

Warner Bros. Pictures, Inc.

New York

TELEGRAM

Day Letter

March 25, 1936.

Mr. M. A. Mooney,
Vitagraph Inc.,
Cleveland, Ohio

If absolutely necessary you give Fostoria Exhibitor answer today. Tell him two year deal submitted by you has been rejected Stop Will advise you further in matter Monday or Tuesday of next week.

A. W. Smith, Jr.

[fol. 6173]

EXHIBIT 561

Home Office Copy

Warner Bros. Pictures, Inc.

New York

TELEGRAM

April 1, 1936.

M. A. Mooney,
Cleveland Office:

Reject definitely Fostoria Deal Stop You may offer Buck half of the product for one season only. Namely First National Group Season thirty six seven Stop For your personal information will sell Schine Warner half.

R. Mochrie.

36 words

EXHIBIT 566

Printed in U. S. A.

BRANCH	CONTRACT RECOMMENDATION	DATE
Cleveland	Salesman: W. J. Brandt	Sept. 16, 1936

Theatre Colonial Exhibitor A. J. Buck Location Fostoria, O.

SUMMARY-COMPARISON

DEAL SUBMITTED HEREWITH				DEAL PRECEDING SEASON			
PRODUCT	NO. UNITS	TERMS—PER UNIT	TOTAL	PRODUCT	NO. UNITS	TERMS—PER UNIT	TOTAL
[illegible] 35	1	150.00 ag. 50%	150.00				
36	1	5.00	5.00				
22	1	3.50	3.50				
GRAND TOTAL			163.50	GRAND TOTAL			

PERFORMANCE RECORD

SUBJECT	DAYS PLAYED	GROSS RECEIPTS	TERMS	TOTAL RENTAL

RECOMMENDATION

RECOMMENDATION

I notice that ANTHONY ADVERSE was not included in the Schine contracts and I feel we will get considerable more money from this house than if we sold the Schine situation.

Please let us have your approval.

IMPORTANT!

NO. CHANGES PER WK. _____
NO. SINGLES USED PER WK. _____
NO. DOUBLES USED PER WK. _____
(EXCLUSIVE OF NEWSREELS)

W. J. Brandt
SALESMAN

MANAGER

6174

39484

Form 20 Rev.—[illegible]

EXHIBIT 567

Printed in U. S. A.

BRANCH
Cleveland

CONTRACT RECOMMENDATION

DATE
Oct. 21st, 1936.

Salesman: W. J. Brandt

Theatre Civic or Roxy Exhibitor Belpik Theatre Corp. Location Fostoria, O.

SUMMARY—COMPARISON 12,790 Population

DEAL SUBMITTED HEREWITH				DEAL PRECEDING SEASON			
PRODUCT	NO. UNITS	TERMS — PER UNIT	TOTAL	PRODUCT	NO. UNITS	TERMS — PER UNIT	TOTAL
WB 36	1	35% to split	$				
	3	30% to split	$				
	2	25% [illegible]	$				
	10	35.00 flat	350.00				
	13	30.00 flat	390.00				
				DID	NOT	SELL LAST YEAR.	
SC	29	2.50 and 5.00	72.50				
TR	29	3.50	101.50				
V 36 1R	52	4.00-3.75-3.50	192.00				
2R	18	10.00-9.00	165.00				
GRAND TOTAL			1271.00	GRAND TOTAL			

PERFORMANCE RECORD

PERFORMANCE RECORD

SUBJECT	DAYS PLAYED	GROSS RECEIPTS	TERMS	TOTAL RENTAL
	DID NOT SELL LAST YEAR.			

CHANGES PER WEEK	POLICY: S. F.	D. F.	USES WKLY: SINGLES	DOUBLES

RECOMMENDATION

This deal was sold by Mr. Kalmenson and involves considerable less money than we are getting from the opposition house, with whom we have been doing business for a number of years.

11/1/16

W. J. Brandt
SALESMAN

MANAGER

6175

FORM 30 REV.—[illegible]

EXHIBIT 574

Printed in U. S. A.

BRANCH
ALBANY, NY

CONTRACT RECOMMENDATION

DATE
JUNE 22, 1937

Salesman: R. STROWE

Theatre PLAZA Exhibitor M. BOUMANSOUR Location MALONE, NY.

SUMMARY—COMPARISON

DEAL SUBMITTED HEREWITH					DEAL PRECEDING SEASON			
PRODUCT	NO. UNITS	TERMS — PER UNIT	TOTAL		PRODUCT	NO. UNITS	TERMS — PER UNIT	TOTAL
WF-6	4	50.00-35%	200	00				
	9	40.00-30%	360	00				
	17	25.00	425	00				
	15	20.00	300	00				
	15	17.50	262	50				
Scs.	60	2.50	150	00				
Trs.	60	13 @ 2.00 47 @ 1.50	96	50				
V-6								
2-R	52	6.00	312	00				
1-R	52	3.00	156	00				
GRAND TOTAL			2262	00	GRAND TOTAL			

PERFORMANCE RECORD

54

GRAND TOTAL 2205 60

PERFORMANCE RECORD

SUBJECT	DAYS PLAYED	GROSS RECEIPTS	TERMS	TOTAL RENTAL

CHANGES PER WEEK_____ POLICY: S. F._____ D. F._____ USES WKLY: SINGLES____ DOUBLES____

RECOMMENDATION

Until about six months ago this theatre was under lease to Schine, who kept it closed. Mr. Boumansour, the owner, would not renew the lease unless the theatre was opened, which Schine refused to agree to. Consequently Mr. Boumansour opened the theatre and for the past several months has been running only first run pictures, all of them being Schine rejects from former seasons. It now develops that he is unable to secure sufficient first run product to operate the house on this policy, forcing him to a second run policy or close the house, which he will not do as he has spent considerable money remodeling it. He has applied to other distributors for second run product and to the best of my knowledge at this writing has been unable to secure a contract. I believe the attached deal is the only one actually negotiated at this time. The terms of this deal, in

SALESMAN

MANAGER

6176

(Over)

3948C

my opinion, are excellent for second run in this town and do not hesitate to recommend acceptance of same in so far as the terms are concerned. I have discussed this deal with Mr. Kalmenson and he suggested submitting same for approval but prefers for the time being at least, to spot book the pictures as per the terms set up on the contract. In other words, we will not forward the approved copy of these contracts to the exhibitor unless advised to the contrary.

[fol. 6178] EXHIBIT 597

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros Pictures Vitaphone Short Subjects

Inter-Office Communication

From Home Office. Date December 9, 1940.
To Cincinnati. Attention of Mr. R. H. Dunbar.
Subject: ——.

DEAR MR. DUNBAR:

Schine's wish to buy a second run in Harlan, Ky.—also, a 4th run the Ada Mead, Lexington, Ky.

Please look into both these situations and let me know what you think would be a fair proposition.

Yours very truly, Arthur Sachson.

[fol. 6179] EXHIBIT 598

Home Office. December 13, 1940.
Cincinnati. Mr. Arthur Sachson.
Schine—Harlan and Lexington

DEAR MR. SACHSON:

With reference to yours of December 9, in regards to selling Schine for second run in Harlan, Ky., if there is any possible way of getting out of selling this account we would greatly appreciate it. We have a very good first run in this situation who pays us tops for this size town and we definitely know it will hurt him considerably to sell a second run in this situation. I talked to Mr. Joel Golden the other day and he advised me that our first run situation here repeated on pictures that he played but upon checking up we find that there is no contract existing for second run product at all in this particular town.

In regards to fourth run Lexington at the Ada Meade, you probably mean fifth run, as we now have four contracts in

this situation. You, of course, know that this is a 10¢ theatre and we would rather not go into a contract with this account but during the Drive would like to spot book some of our older pictures. The Schine booker advises they are paying $22.50 top in this situation, everything flat. We feel sure that if we serve this account on a spot booking arrangement, even tho he is charging 10¢ it would not interfere with any of the surrounding theatres and at any time we could withdraw our product if it would cause any trouble.

Kindly advise.

Cordially yours, —— ——, Branch Manager.

RHD:K.
cc: Mr. Smeltzer.

[fol. 6180] EXHIBIT 599

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros Pictures Vitaphone Short Subjects

Inter-Office Communication

From Home Office. Date December 20, 1940.
To Cincinnati. Attention of Mr. R. H. Dunbar.
Subject: Schine—Harlan and Lexington.

DEAR MR. DUNBAR:

In reply to yours of the 13th, be advised we intend to sell Schine second run in Harlan, Ky. Please let me know on what basis we should set up this clearance after the New Harlan Theatre, since your 1940-41 contract does not specify any clearance in the town.

Also let me know what, in your opinion, would be an equitable deal for the Schine Theatre second run.

With respect to the Ada Meade Thea[illegible] in Lexington, we have decided not to sell this run.

Yours very truly, Arthur Sachson.

[fol. 6181] EXHIBIT 600

Cincinnati. December 23, 1940.
Home Office. Mr. Arthur Sachson.
Schine—Harlan and Lexington.

DEAR MR. SACHSON:

Wish to acknowledge receipt of your letter of December 20 regarding Schine for Harlan and Lexington, Ky.

We note what you say in regard to the Ada Meade Theatre, Lexington and, therefore, will not supply this particular theatre with any of our product.

With reference to Harlan, at the time we discussed this with the local Schine booker, he gave us the information that they only use repeat pictures on double bills or bank nights and will only select a very small number of the top pictures thruout the year. Should we negotiate a deal with Schine for second run product, we believe it to our advantage to hold this account at least 60 days after first run.

As soon as you have made a deal kindly advise us.

Kindest regards.

Cordially yours, ——— ———, Branch Manager.

RHD:K.

cc: Mr. Smeltzer.

We have learned from reliable information that Schine is paying on his own repeat and second run pictures which they are using from $15 to $35 for a one or two day play at Harlan.

[fol. 6182] EXHIBIT 601

December 27, 1940.

Mr. Geo. V. Lynch,
Schine Circuit, Inc.,
Gloversville, N. Y.

DEAR GEORGE:

Regarding a second run deal for Harlan, Ky., be advised it will be okay to go ahead with bookings on the basis of 60-days after first run, and the next time I see you I will set up a deal with you for this spot.

Yours very truly, Arthur Sachson.

[fols. 6182A-6183] EXHIBIT 602

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros Pictures Vitaphone Short Subjects

Inter-Office Communication

From Cincinnati, Ohio. Date September 5, 1941.
To Home Office. Attention of Mr. S. W. Hatch.

DEAR MR. HATCH:

Will you please be good enough to add the Ada Meade Theatre, Lexington, Kentucky, to contract #6227 which now calls for the playing of our product in the Strand, State, or Opera House Theatres, Lexington, Kentucky, since Schine is requesting subjects to play in the Ada Meade Theatre on this contract.

Kind regards.

Yours very truly, R. H. Dunbar, Branch Manager.

RHD:LS.

[fol. 6184] EXHIBIT 618

LOEW'S INCORPORATED

with

SCHINE ENTERPRISES CORPORATION

Dated—Oct. 1, 1936.

Seasons:

1936-37
1937-38
1938-39
1939-40

[fol. 6185] SCHINE ENTERPRISES CORPORATION

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[fol. 6187] Agreement entered into this 1st day of October, 1936, between Loew's Incorporated, a Delaware corporation (herein referred to as "Loew's") party of the first part, and Schine Enterprises Corporation, a New York corporation, party of the second part,

Witnesseth:

First: Loew's hereby grants to Exhibitor upon the terms and conditions herein specified a license to exhibit as herein provided, in synchronism with recorded sound, at the theatres listed on annexed Schedules I and II all of the feature motion pictures and all (unless a less number of the respective product is hereinafter provided for) of the one-reel and two-reel short-subjects, Newsreels and Trailers generally released by Loew's for distribution to motion picture theatres in the United States in each fifty-two week period during the four (4) years commencing September 1, 1936, and ending August 31, 1940. Said period of four (4) years is sometimes herein referred to as the "period" or "period of this agreement"; and said fifty-two week periods as "seasons". The license for such feature motion pictures is for first run in each situation unless a different run is specified on said Schedules.

This license is under the respective copyrights of said feature motion pictures, one-reel and two-reel short-subjects, Newsreels and Trailers and under any copyrights which may be in force with respect to any matter included in such recorded sound. Exhibitor hereby accepts such license and agrees to comply with all the terms and provisions hereof.

It is agreed that the feature motion pictures entitled Kelly the Second and Women Are Trouble, although re- [fol. 6188] leased prior to September 1, 1936, are included in the feature motion pictures of the first fifty-two (52) week period to be furnished by Loew's and exhibited by Exhibitor hereunder.

It is agreed that upon the execution and delivery hereof any and all contracts for motion pictures heretofore entered into for any and all of the theatres covered by this agreement shall be deemed terminated and of no force or effect as to the motion pictures covered by such contracts generally released from and after September 1, 1936, and that all such product shall be furnished and exhibited under and pursuant to the terms and conditions of this agreement.

Second: It is agreed that there shall be excepted and excluded from this license and agreement, even though generally released during the period of this agreement:

(a) all motion pictures as to which Loew's shall be required to obtain the approval of the producer thereof or any other party, except a producer of company owned or controlled by Loew's or under common ownership or control, to the terms and conditions of the licensing thereof, unless Loew's obtains such approval to the exhibition thereof hereunder. Loew's agrees to use its best efforts to obtain such approval.

(b) all reissues, it being understood and agreed that any picture remade by Loew's of any silent or sound picture at any time theretofore released by Loew's or any other distributor under the same or any other title is not to be considered a reissue.

(c) all foreign pictures. The term "foreign" is deemed to mean a motion picture made in a country other than the United States of America, but no motion picture shall be [fol. 6189] deemed to be a "foreign" if such motion picture is made on a location outside of the United States with a

director theretofore employed in the making of so-called American-made motion pictures and with a cast in which the leading players shall have theretofore been employed in American-made motion pictures.

It is agreed that Loew's may exhibit and/or license to any other exhibitor for exhibition in any manner Loew's sees fit, free from any claim by Exhibitor thereto, any and all motion pictures excepted and/or excluded as herein provided.

Third: Clearance for the respective theatres covered by this agreement as to the pictures of the first season shall be as set forth on the "Clearance Schedule" hereto annexed and made part hereof; and as to each subsequent season shall be the same as herein provided for unless the parties hereto mutually agree upon other clearance as to the pictures of the respective season.

Fourth: It is understood and agreed that as to pictures herein provided to be exhibited at flat rental prices the license fees herein provided for are for not more than the number of days of exhibition herein set forth, and that as to the pictures herein provided to be exhibited upon a percentage basis the number of days herein provided for is the minimum. If any flat rental picture is exhibited for any extra days, Exhibitor agrees to pay, for each such extra day, fifty (50%) percent of the per diem flat rental of the respective picture.

Fifth: It is further agreed that Loew's is to have the sole right of designation of the particular pictures in each classification hereinafter provided for, and of the respective pictures to play on the respective changes herein provided [fol. 6190] for. Loew's agrees to notify Exhibitor of the classification of a particular picture not later than approximately fourteen (14) days after its general release.

Sixth A: For the license to exhibit the feature motion pictures of each season in each theatre listed on said Schedule I, Exhibitor agrees to pay to Loew's the following:

Classification 1—As to each of four (4) pictures of the respective season—

(a) Forty (40%) percent of all gross receipts where the gross receipts of the engagement of the respective picture at the respective theatre equal or exceed the amount set

forth opposite the names of the respective theatres under the heading "40% Control" on the annexed Schedule I.

(b) Thirty-seven and one-half (37½%) percent of all gross receipts where the gross receipts of the engagement of the respective picture at the respective theatre are less than the amount shown under the heading "40% Control" but equal or exceed the amount shown under the heading "37½% Control" on said Schedule I.

(c) Thirty-five (35%) percent of all gross receipts where the gross receipts of the engagement of the respective picture at the respective theatre are less than the amount shown under the heading "37½% Control" on said Schedule I.

Classification 2—As to each of twenty-six (26) pictures of the respective season:

(a) Thirty-five (35%) percent of all gross receipts where the gross receipts of the engagement of the respective picture at the respective theatre equal or exceed the amount set forth opposite the names of the respective theatres under the heading "35% Control" on the annexed Schedule I.

[fol. 6191] (b) Thirty-two and one-half (32½%) percent of all gross receipts where the gross receipts of the engagement of the respective picture at the respective theatre are less than the amount shown under the heading "35% Control" but equal or exceeded the amount shown under the heading "32½% Control" on said Schedule I.

(c) Thirty (30%) percent of all gross receipts where the gross receipts of the engagement of the respective picture at the respective theatre are less than the amount shown under the heading "32½% Control" but equal or exceed the amount shown under the heading "30% Control" on said Schedule I.

(d) Twenty-seven and one-half (27½%) percent of all gross receipts where the gross receipts of the engagement of the respective picture at the respective theatre are less than the amount shown under the heading "30% Control" but equal or exceed the amount shown under the heading "27½% Control" on said Schedule I.

(c) Twenty-five (25%) percent of all gross receipts where the gross receipts of the engagement of the respective picture at the respective theatre are less than the amount shown under the heading "27½% Control" on said Schedule I.

As to each situation on said Schedule I, it is understood and agreed that as to the pictures of each season in this Classification 2, in the event on the basis of said control figures there are not at least six (6) pictures on each of which Loew's shall be entitled to thirty (30%) percent or more of the gross receipts, then Loew's shall have the right to select a maximum of six (6) pictures for each of which Exhibitor agrees to pay sufficient additional film rental to equal thirty (30%) percent of all gross receipts of the respective picture in the respective situation, payment of such additional film rental to be made not later [fol. 6192] than fourteen (14) days after Loew's sends written notice to Exhibitor of its selection of such six (6) pictures.

Classification 3—As to each of the remaining pictures of the respective season—the respective flat rental amounts listed opposite the names of the respective theatres under the heading "Flat Rentals" on said Schedule I.

It is understood and agreed that if any of said twenty-six (26) pictures of Classification 2 are, pursuant to mutual agreement, exhibited in the B house in any of the situations on annexed Schedule Ia, the control figures for such pictures shall be as shown on said Schedule Ia.

B. For the license to exhibit the feature motion pictures of each season in each theatre listed on said Schedule II (except the theatres listed in subdivisions C, D, and E below) Exhibitor agrees to pay Loew's the following:

Classification 1—As to each of four (4) pictures of the respective season—

(a) Forty (40%) percent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre equal or exceed the amount set forth opposite the names of the respective theatres under the heading "40% Control" on the annexed Schedule II.

(b) Thirty-seven and one-half (37½%) percent of all gross receipts where the gross receipts of the engagement of

the respective picture in the respective theatre are less than the amount shown under the heading "40% Control" but equal or exceed the amount shown under the heading "37½% Control" on said Schedule II.

(c) Thirty-five (35%) per cent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre are less than the amount shown under the heading "37½% Control" on said Schedule II.

Classification 2—As to each of four (4) pictures of the respective season:

(a) Thirty-five (35%) percent of all gross receipts where the gross receipts of the engagement of the respective pic-
[fol. 6193] ture in the respective theatre equal or exceed the amount set forth opposite the names of the respective theatres under the heading "35% Control" on the annexed Schedule II.

(b) Thirty-two and one-half (32½%) percent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre are less than the amount shown under the heading "35% Control" but equal or exceed the amount shown under the heading "32½% Control" on said Schedule II.

(c) Thirty (30%) percent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre are less than the amount shown under the heading "32½% Control" but equal or exceed the amount shown under the heading "30% Control" on said Schedule II.

(d) Twenty-seven and one-half (27½%) percent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre are less than the amount shown under the heading "30% Control" but equal or exceed the amount shown under the heading "27½% Control" on said Schedule II.

(e) Twenty-five (25%) percent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre are less than the amount shown under the heading "27½% Control" on said Schedule II.

Classification 3—As to each of the remaining pictures of the respective season—the respective flat rental amounts listed opposite the names of the respective theatres under the heading "Flat Rentals" on said Schedule II. The flat rental prices listed on said Schedule II are for the feature motion pictures of this Classification 3 of the first two (2) seasons (1936-37 and 1937-38) only. As to the next season (1938-39) Exhibitor agrees to pay, instead of said flat rental prices, flat rentals of fifteen (15%) percent more than the respective flat rentals shown on said Schedule II, unless the [fol. 6194] parties shall mutually agree not later than sixty (60) days prior to the beginning of such 1938-39 season that the flat rentals for any particular theatre or theatres shall not be increased; and as to the last season (1939-40), Exhibitor agrees to pay fifteen (15%) percent more than the respective flat rentals herein provided for pictures of the 1938-39 season, unless the parties shall mutually agree not later than sixty (60) days prior to the beginning of such 1939-40 season that the flat rentals for any particular theatre or theatres shall not be increased.

C. For the license to exhibit the feature motion pictures of each season in each of the following theatres, viz.,

Cameo Theatre, Rochester, N. Y. (Sub run)
Lake Theatre, Rochester, N. Y. (Sub run)
Holland Theatre, Bellefontaine, Ohio (First run)
Strand Theatre, Lexington, Ky. (Second run)
State Theatre, Lexington, Ky. (Third run)
Bourbon Theatre, Paris, Ky. (First run)
Madison Theatre, Richmond, Ky. (First run)
Opera House, Ashland, Ohio (First run)
Civic Theatre, Fostoria, Ohio (Second run)
Opera House, Kent, Ohio (Second run)
Ritz Theatre, Tiffin, Ohio (First run)

Exhibitor agrees to pay Loew's the following:

Classification 1—As to each of four (4) pictures of the respective season:

(a) Forty (40%) percent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre equal or exceed the amount set forth opposite the names of the respective theatres under the heading "40% Control" on the annexed Schedule II.

(b) Thirty-seven and one-half (37½%) percent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre are less than the amount shown under the heading "40% Control" but equal or exceed the amount shown under the heading "37½% Control" on said Schedule II.

[fol. 6195] (c) Thirty-five (35%) percent of all gross receipts where the gross receipts of the engagement of the respective picture in the respective theatre are less than the amount shown under the heading "37½% Control" on said Schedule II.

Classification 2—As to each of the remaining pictures of the respective season—the respective flat rental amounts listed opposite the names of the respective theatres under the heading "Flat Rentals" on said Schedule II. The flat rental prices listed on said Schedule II are for the feature motion pictures of this Classification 2 of the first two (2) seasons (1936-37 and 1937-38) only. As to the next season (1938-39) Exhibitor agrees to pay, instead of said flat rental prices, flat rentals of fifteen (15%) percent more than the respective flat rentals shown on said Schedule II, unless the parties shall mutually agree not later than sixty (60) days prior to the beginning of such 1938-39 season that the flat rentals for any particular theatre or theatres shall not be increased; and as to the last season (1939-40), Exhibitor agrees to pay fifteen (15%) percent more than the respective flat rentals herein provided for pictures of the 1938-39 season, unless the parties shall mutually agree not later than sixty (60) days prior to the beginning of such 1939-40 season that the flat rentals for any particular theatre or theatres shall not be increased.

D. For the license to exhibit the feature motion pictures of each season first run at the Fox Theatre, Corning, N. Y., Exhibitor agrees to pay Loew's the following:

[fol. 6196] Classification 1—As to each of four (4) pictures of the respective season—the same as provided in subdivision A of this Article Sixth for Classification 1 pictures.

Classification 2—As to each of four (4) pictures of the respective season—the same as provided in subdivision B for Classification 2 pictures.

Classification 3—As to each of eight (8) pictures of the respective season,—twenty-five (25%) percent of the gross receipts.

Classification 4—As to each of the remaining pictures of the respective season—the respective flat rental amounts listed under the heading "Flat Rentals" on said Schedule I.

E. For the license to exhibit the feature motion pictures of each season, commencing with the 1937-38 season, first run at each of the following theatres, viz:

Capitol Theatre, Ballston, N. Y.
State Theatre, Mechanicville, N. Y.
Capitol Theatre, Whitehall, N. Y.

Exhibitor agrees to pay Loew's the following:

Classification 1—As to each of four (4) pictures of the respective season—the same as provided in Subdivision A of this article Sixth for Classification 1 pictures.

Classification 2—As to each of eight (8) pictures of the respective season—the same as provided in Subdivision B for Classification 2 pictures.

Classification 3—As to each of the remaining pictures of the respective season—the respective flat rental amounts listed under the heading "Flat Rentals" on said Schedule I.

The flat rental prices listed on said Schedule I for the Capitol Theatre, Ballston, N. Y., State Theatre, Mechanicville, N. Y. and Capitol Theatre, Whitehall, N. Y. are for the feature motion pictures of this Classification 3 of the 1937-38 season only. As to the next season, 1938-39, Ex- [fol. 6197] hibitor agrees to pay instead of said flat rental prices fifteen (15%) percent more than the respective flat rentals shown on said Schedule I, unless the parties shall mutually agree not later than sixty (60) days prior to the beginning of said 1938-39 season that the flat rentals for any of said theatres shall not be increased; and as to the last season (1939-40) Exhibitor agrees to pay fifteen (15%) percent more than the respective flat rentals herein provided for the pictures of the 1938-39 season unless the parties shall mutually agree not later than sixty (60) days prior to the beginning of such 1939-40 season that the flat rentals for any of such theatres shall not be increased.

Seventh: (a) It is agreed that whenever any feature motion picture of Classification 2 is exhibited in any theatre listed on Schedules I and II (including the Fox Theatre, Corning, but excluding all theatres covered by subdivision C of Article Sixth) as part of a double feature program, the cost of the second feature may be deducted from the gross receipts before computing Loew's share of the engagement, provided that the amount of the deduction shall in no instance exceed the amount of the flat rental in the next to the lowest bracket for such theatre. For example, if one of the four (4) pictures of Classification 2 herein provided to be exhibited at the Strand Theatre, Carthage, N. Y., is exhibited as part of a double feature program, Exhibitor may deduct the cost of the second feature, but not to exceed Twenty-five ($25.00) dollars.

(b) (Midnight Shows) If any feature motion picture (other than a flat rental) is exhibited at a midnight show, Exhibitor agrees to pay with respect to such midnight show the same percentage of all gross receipts of such midnight show as payable to Loew's on the regular engagement of the respective picture. The receipts of a midnight show are not to be included in computing the percentage payable to [fol. 6198] Loew's with respect to the regular run.

If any feature motion picture licensed hereunder for exhibition on a flat rental basis is exhibited at a midnight show, then with respect to such midnight show exhibition Exhibitor agrees to pay an amount equal to the per diem flat rental of the respective picture; except that where a picture is given a midnight show and is used only the minimum number of days provided for in the annexed Schedules, then there will be no additional charge for such midnight show. For example, if the number of days provided in annexed Schedules for a given theatre is two to three days and the license fee is One hundred fifty ($150.00) dollars, then if the picture is exhibited for a midnight show and two (2) days, Exhibitor pays a total of One hundred fifty ($150.00) dollars, but if the picture is exhibited for a midnight show and three (3) days Exhibitor pays a total of Two hundred ($200.00) dollars.

Eighth: It is understood that the number of tenths which the respective control figures on said Schedules I, Ia and II represent are indicated on said Schedules, three tenths being allocated to Sunday, two tenths to Saturday and one

tenth to each other day of the week (except that three tenths is to be allocated to each of the following holidays—Christmas, New Years Day and Thanksgiving,—and two-tenths to Labor Day); and agreed that if any picture in Classification 1 or 2 is exhibited in any theatre a greater number of tenths than indicated on said Schedules for said theatre, all of the control figures for such theatre set forth on the respective Schedule are to be proportionately increased as to such picture, and if exhibited a less number of tenths such control [fol. 6199] figures are to be proportionately reduced, and the percentage payable to Loew's hereunder shall be determined by the control figures as so revised.

As to each of the situations set forth on Schedule IV hereof, each picture in Classification 2 shall be exhibited the minimum number of days set forth opposite the names of the respective theatres.

Ninth: It is agreed that not less than sixteen (16) of the feature motion pictures of each season herein provided to be exhibited on a percentage basis shall be exhibited on the preferred change of the week in the respective theatres. Playing time at the respective theatres for the remaining percentage pictures of each—— season is to be mutually [fol. 6200] agreed upon as the respective pictures become available for exhibition at the respective theatres.

Tenth: With respect to each of the feature motion pictures licensed for exhibition hereunder on a percentage or participating basis, Exhibitor agrees to furnish to Loew's a daily statement of the boxoffice receipts of the respective theatre, showing the number of admissions at the respective admission prices. As to each such picture Exhibitor further agrees to furnish to Loew's immediately following the conclusion of the engagement thereof at the respective theatre, a true and complete settlement statement showing the gross receipts of the entire engagement and any and all additional figures and information necessary to compute the license fees payable hereunder for the respective picture, provided that if any such picture is exhibited for more than one week Exhibitor shall furnish such statement at the end of each week. All such statements shall be upon forms furnished by Loew's should Loew's so demand.

Exhibitor further agrees to keep true, accurate and complete books of account, vouchers and other records, showing the gross receipts of the motion pictures in respect of which

a percentage of gross receipts of the exhibition thereof is payable hereunder, and any and all additional information and figures necessary to compute the license fees payable therefore hereunder, and Exhibitor agrees that Loew's shall have access at all times following the engagement of the respective pictures, at all reasonable times, through its accredited representatives, to the box-office of each theatre and to the books of account, vouchers, records and documents of the Exhibitor and any affiliated or subsidiary corporation insofar as they relate to the gross receipts and [fol. 6201] any and all additional information and figures necessary to compute the license fees payable hereunder for each such motion picture. Loew's agrees that all information obtained by it pursuant to the provisions of this paragraph shall be treated as confidential except in any arbitration proceedings and/or litigation in respect of this agreement, in which event such information shall be made available to such arbitrators or the court as the case may be.

Eleventh: Exhibitor agrees that it will not without the prior written consent of Loew's reduce admission prices for the engagement of any feature motion picture covered by this agreement below those shown on the annexed Schedule headed "Admission Prices".

Twelfth: Exhibitor agrees to commence the exhibition of each motion picture in each situation covered by this agreement not later than twenty-one (21) days after the date of availability designated by Loew's of the respective production.

Thirteenth: It is agreed

(1) that as to any situation where Exhibitor has two or more theatres, upon the closing of any of such theatres at any time during the term of this agreement all feature and short subject motion pictures, Newsreels and Trailers then remaining to be exhibited hereunder shall be exhibited in the theatre(s) remaining open;

(2) that with respect to any situation where Exhibitor has one or more theatres, if at any time during the term of this agreement all of such theatres shall be closed, Exhibitor shall be liable for and shall pay to Loew's the license fees herein provided for all the feature and short-subject motion

pictures, Newsreels and Trailers of the then current season [fol. 6202] remaining to be exhibited at such theatre(s), (the amount payable with respect to any and all feature motion pictures herein provided to be exhibited on a percentage and/or participating basis to be computed as provided in the Article hereof headed "Liquidated Damages"), less the amount, if any, Loew's may receive from another exhibitor in such situation to whom Loew's relicenses such product, or part thereof, for exhibition for the same run as that herein granted Exhibitor, and as to all further product this agreement shall be deemed terminated as to such theatre(s).

Fourteenth: In addition to the license fees herein provided for feature motion pictures, Exhibitor agrees to pay Loew's a score charge per picture in the respective amounts shown under "Score Charge" on the annexed Schedule III.

Fifteenth: The minimum number of reels of short-subjects, Newsreels and Trailers, respectively, of each season to be exhibited hereunder, the number of days, and the license fees therefor, are set forth on said Schedule III.

It is understood and agreed that the license fees shown on said Schedule III for short-subjects and Newsreels are for the number of days shown on said Schedule, and that for each additional day Exhibitor shall pay fifty (50%) percent of the per diem rate.

It is agreed that as to each theatre on said Schedule III for which the commitment of short-subjects is less than "All", such commitment is agreed upon because such theatres at present have a double feature policy part of the week; and it is understood and agreed that if at any time during the period of this agreement any of such theatres adopt a single feature policy then from the time such single feature policy goes into effect all of Loew's short-subjects output of each season shall be exhibited in such theatre, the license fees per reel to remain the same as provided in said Schedule III.

[fol. 6203] It is further agreed that as to theatres like the Grand, Rochester, N. Y., no commitment of short-subjects is hereby provided for because such theatres at present have a double feature policy, and that if at any time during the period of this agreement any of such theatres adopt a single feature policy, then not less than fifty (50%) percent of Loew's short-subjects output from that time on is to be

exhibited in such theatres at license fees to be mutually agreed upon.

It is understood and agreed that wherever reference is made in this agreement to "one-reel" short product same means a subject of not less than approximately seven hundred (700) linear feet and not more than approximately one thousand (1000) linear feet; and that wherever reference is made to "two-reel" short product same means a subject of not less than approximately fifteen hundred (1500) linear feet and not more than approximately two thousand (2000) linear feet.

It is understood and agreed that Loew's may at any time during the term of this agreement change the brands or series of any of the one-reel and two-reel short-subjects, and/or the number of either, from that released by Loew's as its 1936-37 short product.

It is agreed that Loew's may, if it so desires, cease the distribution of any and all short-subjects and/or News and/or Trailers at any time during the period of this agreement without in any wise affecting this agreement as respects all other motion pictures licensed hereunder.

Sixteenth: It is understood and agreed that the term "gross receipts" as used in this agreement means and shall consist of all sums, exclusive of admission taxes collected, received by Exhibitor for admission to the respective theatres on the dates of exhibition of the respective pictures.

[fol. 6204] Seventeenth: Exhibitor hereby expressly waives any right to exclude motion pictures under the "Option to Exclude" provisions of the printed form of exhibition contract hereinafter referred to, or otherwise.

Eighteenth: It is agreed that the acceptance by Loew's of any sum tendered by the Exhibitor as full payment of any license fee payable hereunder shall not estop or prevent Loew's from thereafter disputing the correctness of the amount of each such respective payment.

Nineteenth: Exhibitor further agrees to expend for exploitation and advertising of Loew's pictures in each theatre at least the average amount Exhibitor expends in the case of other pictures of similar production cost or reputation, and to keep and maintain all of its said theatres and their standard of operation at at least as high a standard as at present maintained.

Twentieth: It is agreed that in the event of default by Exhibitor in the performance of any of the terms or conditions of this agreement Loew's shall by registered mail give notice of such default, and that if such default is not remedied within ten (10) days after the mailing of such notice then Loew's shall have the right to terminate this entire agreement or in lieu thereof and in its discretion may so terminate as to the particular theatre or theatres so in default. It is agreed that any termination herein provided for shall be without prejudice to any other rights or remedies of Loew's hereunder and/or at law or in equity.

Twenty-first: If Exhibitor shall file a voluntary petition in bankruptcy or be adjudicated a bankrupt or be adjudged insolvent by any State or Federal Court of competent jurisdiction, or if a Receiver shall be appointed for substantially all of its assets and such appointment be not vacated within sixty (60) days from the date thereof, then and upon the [fol. 6205] happening of any of such events and at any time within sixty (60) days thereafter Loew's may (in addition to any other rights and remedies that Loew's may have in such respect) terminate the license herein granted as respects any and all motion pictures not theretofore exhibited hereunder, by giving written notice to Exhibitor of Loew's intention so to do.

If Loew's shall file a voluntary petition in bankruptcy or be adjudicated a bankrupt or be adjudged insolvent by any State or Federal Court of competent jurisdiction, or if a Receiver shall be appointed for substantially all of its assets and such appointment be not vacated within sixty (60) days from the date hereof, then and upon the happening of any of such events and at any time within sixty (60) days thereafter Exhibitor may (in addition to any other rights and remedies that Exhibitor may have in such respect) terminate this agreement as respects any and all motion pictures not theretofore exhibited hereunder, by giving written notice to Loew's of its intention so to do.

Twenty-second: *Arbitration:* It is understood and agreed that all claims and controversies arising hereunder shall be decided by arbitration (hereby expressly waiving the oath of the arbitrators), the procedure for any arbitration hereunder to be as follows:

Either party may initiate the arbitration by mailing written notice to the other demanding arbitration, stating in

such notice the matter(s) to be arbitrated and the date for the holding of the first hearing (which date shall be not less than five (5) nor more than seven (7) days after the date of the sending of the notice). Upon the date so designated the hearing shall commence before Mr. W. F. Rodgers (or his substitute selected by Distributor) and Mr. J. Myer Schine (or his substitute selected by Exhibitor). In the event either of the aforesaid fails or refuses to meet with the other upon the date designated in the notice, the party which has made the demand for arbitration may at any time [fol. 6206] thereafter, upon written notice to the other party, request the President of the American Arbitration Association to designate a substitute arbitrator, and the hearing of the claim or controversy shall proceed before such two persons.

In case the two arbitrators above provided for cannot agree upon the matter(s) submitted to them for arbitration within thirty (30) days from the date of their first meeting, they shall select a third arbitrator, and in case the two arbitrators cannot agree upon a third arbitrator within thirty-five (35) days from the date of their first meeting then such third arbitrator shall be appointed at the request of either party in writing, upon notice to the other party by the President of the American Arbitration Association. The decision of two (2) of the three (3) arbitrators shall be final and binding and conclusive upon the parties hereto.

The hearing of any arbitration herein provided for shall be held in the City, County and State of New York unless the parties shall mutually agree upon a different place for such hearing.

The parties hereto further agree to produce all relevant records required by the arbitrators to be produced.

Any determination, decision and/or award of the arbitrators herein provided for shall become a part of this agreement and shall be susceptible of enforcement hereunder by appropriate proceedings at law or in equity.

Twenty-third: Any waiver by either party of any of its rights hereunder shall not be deemed a continuing waiver and shall not estop or prevent such party from thereafter enforcing such rights.

Twenty-fourth: This agreement is entire and complete, and no representations or warranties of any kind have been made by either party thereto to the other, except as in this

agreement expressly set forth. It is agreed that neither [fol. 6207] party is the agent or partner of the other party, and neither party hereto shall be liable for or bound by any representations of or by the other party.

Twenty-fifth: It is agreed that this agreement shall be construed and interpreted according to the laws of the State of New York.

Twenty-sixth: It is understood and agreed that this license is personal to Exhibitor and that if any theatre covered by this agreement is sold, leased or transferred, the license herein granted as to said theatre may be assigned only if Loew's shall give its prior consent in writing in each par ·cular case to the assignment of this license by Exhibitor ..nd the assumption thereof by the vendee, transferee or lessee, such consent by Loew's to any such assignment not to relieve Exhibitor hereunder from liability under this agreement as to such theatre; and if Loew's does not agree to such assignment then at Loew's option the Exhibitor hereunder shall remain liable for performance of this agreement as to all product of the then current season, and as to subsequent seasons this agreement shall be deemed terminated as to such theatre; Provided, that in the event twenty-five (25%) percent or more of the Class A theatres, or thirty-three and one-third (33 1/3%) percent or more of all theatres, covered by this agreement shall be sold, leased or transferred by Exhibitor; or in the event of the closing for at least fourteen (14) days of twenty-five (25%) percent or more of the Class A theatres, or thirty-three and one-third (33 1/3%) percent or more of all the theatres, covered by this agreement; or if the ownership and/or control of the majority of voting stock of Exhibitor corporation goes out of the hands of those now having such ownership and/or voting control,—then and in any such event Loew's shall have the right to terminate this entire agreement, such termination to be effective at the time fixed in said notice of termination.

[fol. 6208] Twenty-seventh: All notices hereunder shall be served only by registered mail (except notices of availability, notices of exhibition dates, notices of designation of pictures, and similar notices to Exhibitor from Loew's exchange, which may be sent by ordinary mail) addressed, when intended for Exhibitor, to Schine Enterprise Corpora-

tion, Gloversville, N. Y., and when intended for Loew's, to Loew's Incorporated, at 1540 Broadway, New York City, New York. If either party shall change such address, such party shall give written notice to the other party to that effect, and until so given the address of such party above specified shall be deemed the address of such party for the giving of any notice hereunder.

Twenty-eighth: Exhibitor agrees to pay to Loew's the license fees payable hereunder as follows:

(a) Exhibitor shall pay any fixed sums and/or guarantees payable hereunder in respect of any feature motion picture, Newsreel and Trailer, not later than Saturday of the week following the close of the week during which the respective picture, Newsreel or Trailer was exhibited in the respective situation.

(b) Exhibitor agrees to pay the amount due Loew's on each picture herein provided to be exhibited on a percentage basis, not later than Saturday of the week following the close of the week during which the respective picture was exhibited at the respective theatre.

Twenty-ninth: It is agreed that the terms and conditions hereto, together with the terms and conditions of the annexed printed forms of exhibition contract for the respective product (features, short-subjects, Trailers and Newsreels), constitute the agreement between Exhibitor and Loew's, [fol. 6209] it being understood and agreed that if any of the provisions of any of such printed forms shall be contrary to or inconsistent with any of the provisions hereof the provisions hereof shall control.

Thirtieth: It is understood and agreed that in the event in any season, after the first season, Loew's adopts a policy of distributing thirty (30) or less pictures as its feature output of the season, the rental terms, playing time and commitments for each theatre shall be revised to a fair and reasonable basis and in the event the parties hereto are unable, within thirty (30) days after Loew's makes public announcement of its intention to release thirty (30) or less feature pictures, to agree upon fair and reasonable terms, playing time and commitments for each of the Exhibitor's theatres, this agreement may be terminated by either party by written notice to such effect to the other party, such

termination to be effective with the delivery of the last picture of the then current season.

The announcement herein required shall be made by Loew's not later than sixty (60) days preceding the beginning of the season, which announcement shall state the number of feature photoplays Loew's intends to release during the season in question, and shall be effective only if made generally to the trade in two or more motion picture trade papers.

Thirty-first: It is understood and agreed that notwithstanding the limitation on the number of motion pictures to be roadshown provided in the annexed printed form of features contract, Loew's shall have the right to exhibit and/or cause to be exhibited as roadshows at any time prior to the exhibition thereof hereunder not more than ~~four (4)~~ of the feature motion pictures of the first season of this agreement, and as to each of the following seasons of this agreement not more than four (4) of the feature motion [fol. 6210] pictures of the respective season unless the parties hereto shall mutually agree upon a greater number; and that any motion picture roadshown shall be delivered by Loew's and exhibited hereunder as and when available to Exhibitor after the completion of the roadshowing of such motion picture throughout the United States, provided such motion picture is available for general release during the terms of this agreement.

Thirty-second: *Liquidated Damages:* If Exhibitor fails or refuses to exhibit any of the feature motion pictures licensed hereunder on a percentage and/or participating basis Exhibitor agrees to pay to Loew's as liquidated damages with respect to each such picture a sum equal to the average of the amount which shall have accrued to Loew's for all of the pictures of the same Classification theretofore exhibited hereunder at Exhibitor's theatre where such motion picture should have been exhibited during the period of twelve (12) months prior to the time such picture should have been exhibited, provided that if at the time of such failure or refusal by Exhibitor this agreement shall have been in effect for less than twelve (12) months then Exhibitor shall pay with respect to such picture a sum equal to the average of the amount which shall have accrued to Loew's for all of the pictures of the same Classification

exhibited at such theatre hereunder during the period this agreement shall have been in effect.

The right to liquidated damages hereinabove provided for shall be in addition to any and all rights hereunder and/or at law or equity Loew's may have by reason of such breach by Exhibitor.

Thirty-third: It is agreed that if at any time during the term of this agreement Loew's distributes "television productions" (which term means and includes motion pictures [fol. 6211] distributed for exhibition or projection—with or without sound—by television, and/or performances by actors, singers and/or others for transmission and projection—with or without sound—by television; such term television, wherever used, including any new method similar to television) this agreement shall be renegotiated as to "television productions" and if the parties hereto shall not within thirty (30) days after Loew's notifies Exhibitor in writing, or makes announcement to the trade generally by publication in two (2) or more trade papers, of its intention so to distribute "television productions" have entered into a new agreement as to such "television productions" such so-called "television productions" shall not be included in this agreement and Loew's may exhibit and/or license to others for exhibition all "television productions" free from any claim by Exhibitor thereto; but this agreement shall nevertheless continue in full force and effect with respect to all straight sound motion pictures released by Loew's during the balance of the term of this agreement. It is expressly understood and agreed that the provisions of the paragraph hereof headed "Arbitration" shall not apply as to terms for "television productions".

Thirty-fourth: It is agreed that the flat rentals and guarantees for the feature motion pictures, short-subjects, Newsreels, Trailers and score charges, provided to be paid herein are based upon the present value in gold of the lawful monies of the United States of America, and that if during the term of this agreement the value of said monies shall be decreased and such decrease shall be reflected in increased prices charged for admission to the theatres in which the motion pictures licensed hereunder are or shall be exhibited, the flat rentals and guarantees for the feature motion pictures, short-subjects, Newsreels, Trailers and score charges, [fol. 6212] shall be adjusted from time to time upon the

request of Loew's so as to be increased in the same relative proportion as such increase in the then prices charged for admission to the theatres shall bear to the present prices charged for admission to said theatres.

Thirty-fifth: It is agreed that if by reason of any statute or ordinance now or hereafter in effect the public exhibition of motion pictures on Sunday be prevented, the legality of this agreement shall not be affected but Sunday shall be excluded from the run of any picture, and equivalent playing time shall be substituted therefor.

Thirty-sixth: It is agreed that any termination herein provided for shall be without prejudice to any of the rights or remedies of either party hereunder and/or at law or in equity.

Thirty-seventh: It is understood and agreed that Loew's shall have the right to assign this agreement to any parent, affiliated or subsidiary corporation.

In Witness Whereof the parties hereto have caused this agreement to be signed, executed and delivered the day and date first above written.

Loew's Incorporated (L. S.)
By T. J. Connors

Schine Enterprises Corporation (L. S.)
By Geo. V. Lynch

[fol. 6213]

Clearance Schedule

City	Theatre	Run
Amsterdam, N. Y.	Rialto, Strand or Regent	First run. 30 days ahead of Johnstown, Broadalbin and Fonda, and 45 days in City of Amsterdam.
	Regent or Strand	Second run. Not earlier than 45 days after first run.
Glens Falls, N. Y.	Empire	Second run. 30 days over third run.
Gloversville, N. Y.	Glove or Hippodrome	First run. 45 days ahead of Johnstown. 30 days City of Gloversville. 30 days ahead of Fonda, Broadalbin, Northville and Sacandaga Park.
Hamilton, N. Y	State	First run. 21 days ahead of Oriskany Falls and Waterville.
Herkimer, N. Y.	Liberty	First run. 21 days after first run Utica. 10 days ahead of Ilion.
Hudson Falls, N. Y.	Strand	First run. 14 days after first run Glens Falls. 14 days ahead of Fort Edward.
Little Falls, N. Y.	Rialto	30 days ahead of Dolgeville and St. Johnsville. 14 days ahead of Fort Plain.
Malone, N. Y.	Malone	First run. 30 days ahead of Chateaugay and Fort Covington.
Massena, N. Y.	Massena	First run. 45 days ahead of second run. 30 days ahead of Norfolk and Norwood.
Norwich, N. Y.	Colonia	First run. 60 days ahead of second run. 30 days ahead of New Berlin, and Sherburne. 14 days ahead of Sidney.
Ogdensburg, N. Y.	Strand	First run. 30 days ahead of Canton
Oneonta, N. Y.	Oneonta or Palace	First run. 30 days ahead of Morris, Delhi, Cooperstown.
Saranac Lake, N. Y.	Pontiac	First run. 14 days ahead of Lake Placid except during the periods of January 15th to February 15th; and, June 15th to September 15th—when open booking shall exist. 45 days ahead of Saranac Inn.
Tupper Lake, N. Y.	State	First run. 45 days ahead of Tupper Lake Junction.
Watertown, N. Y.	Avon or Olympic	First run. 60 days ahead of second run. 30 days ahead of Adams, Sacketts Harbor and Lowville.
	Olympic or Palace	Second run. 60 days after first run. 30 days over third run.
Carthage, N. Y.	Strand	First run.

[fol. 6214]

City	Theatre	Run
Auburn, N. Y.	Jefferson, Palace or Strand	First run. 30 days ahead of Skaneateles and 10 days Seneca Falls.
Bath, N. Y.	Babcock	First run. 30 days ahead of Hammondsport.
Canandaigua, N. Y.	Playhouse	First run. 10 days ahead of Clifton Springs.
Corning, N. Y.	Fox or State	First run. 30 days ahead of Painted Post and Addison. 45 days City of Corning.
"	State	Second run. 45 days over third run.
Cortland, N. Y.	State or Temple	First run. 30 days ahead of Homer, Marathon.
Geneva, N. Y.	Geneva or Regent	First run. 30 days ahead of Seneca Falls, Waterloo, Phelps, Clifton Springs and Lyons, and Palmyra. 7 days ahead of Penn Yan.
Lockport, N. Y.	Rialto, Palace or Hi-Art	First run. 30 days ahead of Middleport and Newfane. 50 days City of Lockport.
"	Rialto or Hi-Art	Second run. 50 days after first run Lockport. 30 days over third run.
Newark, N. Y.	Capitol	First run. 7 days ahead of Clyde, Lyons and Palmyra on 1936-37 only. 30 days ahead of Clyde, Lyons and Palmyra on 1937-38, 1938-39 and 1939-40.
Oswego, N. Y.	Strand or Capitol	First run. 30 days ahead of Minetto; 14 days over Pulaski; and, 14 days ahead of Fulton.
Penn Yan, N. Y.	Elmwood	First run. 30 days ahead of Dundee. 7 days after Geneva.
Perry, N. Y.	Auditorium	First run.
Rochester, N. Y.	Cameo	Subsequent run. 14 days ahead of Lyric and Empress Theatres.
"	Grand	Subsequent run. 7 days ahead of Family and Empire.
"	Lake	Subsequent run.
"	Riviera or Liberty	Second run. 14 days on all other subsequent runs. 30 days ahead of Lake. 14 days ahead of Hub and Sea Breeze. 45 days after first run Rochester.
"	Riviera or Liberty	Subsequent run. Third run after Riviera or Liberty. Second run to be played within 21 days clearance or run waived.
"	State or Dixie	Third run. 14 days ahead of Webster Theatre.
"	State or Dixie	Second run. Same clearance as Riviera or Liberty.
Salamanca, N. Y.	Andrews	First run. 30 days ahead of Little Valley, Randolph and Ellicottville.
Seneca Falls, N. Y.	Strand	First run. 30 days ahead of Waterloo.

[fol. 6215]

City	Theatre	Run
Ashland, Ohio	Opera House or Palace	First run. 7 days after Mansfield. (Ahead of Loudenville and Lodi beginning with 1937–38).
Bucyrus, Ohio	Bucyrus or State	First run. 7 days after Marion, Ohio. In any event to be available 28 days after national release.
Delaware, Ohio	Strand	First run. 7 days after Columbus, Ohio. In any event to be available 28 days after national release.
Mount Vernon, Ohio	Vine or Lyric	First run. 45 days in Mount Vernon.
Norwalk, Ohio	Forum or Moose	First run. 7 days after Sandusky. In any event to be available 21 days after national release.
Tiffin, Ohio	Ritz or Grand	First run. 45 days in Tiffin.
Van Wert, Ohio	Van Wert or Strand	First run. After Lima, Ohio. In any event to be available 21 days after national release.
Wooster, Ohio	Wooster	First run. 14 days ahead of Orville. Also 14 days ahead of Rittman and Wadsworth beginning with 1937–38 season.
Athens, Ohio	Athena, Ohio or Court	First run. 30 days City of Athens.
Bellefontaine, Ohio	Holland	First run. 14 days ahead of Lakeview, DeGraff and West Liberty.
Piqua, Ohio	Piqua or Miami	First run. Open booking with Troy, Ohio. 14 days after first run Dayton. Same availability as Troy, Ohio.
Lexington, Ky.	Ben-Ali, Kentucky or Strand.	First run. 60 days in the City of Lexington, Ky.
	Strand	Second run. 30 days over subsequent runs.
	State	Third run. 30 days after 2nd run.
Paris, Ky.	Bourbon	First run.
Richmond, Ky.	Strand or Madison	First run.
Buffalo, N. Y.	Granada	Subsequent run. 14 days ahead of Williamsville. 10 days ahead of Central Park and Varsity Theatres. Open booking with Kenmore. 21 days after Shea's North Park and Shea's Kensington Theatres.
Buffalo, N. Y.	Riverside	Subsequent run. Immediately after Shea's North Park. 14 days ahead of Jubilee, Park, Pastime and Unity Theatres. Ahead of Victoria Theatre.

Note: As to Granada and Riverside Theatres, Buffalo, this clearance to apply only to September first, 1937, and clearance after such period to be mutually agreed upon.

Schedule I

Control Figures for Classifications 1 and 2

Territory—City	Theatre	Days	Tenths	40% Control	37½% Control	35% Control	32½% Control	30% Control	27½% Control
Albany									
Amsterdam, N. Y.	Rialto	4-Sun-Mon-Tues-Wed	6	$2200.00	$2035.00	$1870.00	$1705.00	$1540.00	$1375.00
Gloversville, N. Y.	Glove	3-Sun-Mon-Tues	5	2000.00	1850.00	1700.00	1550.00	1400.00	1250.00
Norwich, N. Y.	Colonial	3-Sun-Mon-Tues	5	1950.00	1803.75	1657.50	1511.25	1365.00	1218.75
Ogdensburg, N. Y.	Strand	3-Sun-Mon-Tues	5	1083.00	1003.63	922.26	840.89	759.52	678.15
Onsonta, N. Y.	Oneonta	5-Sun-Mon-Tues-Wed-Thurs	7	1500.00	1387.50	1275.00	1162.50	1050.00	937.50
Watertown, N. Y.	Avon	3-Sun-Mon-Tues	5	1725.00	1595.63	1466.26	1336.89	1207.52	1078.15
Buffalo				2200.00	2035.00	1870.00	1705.00	1540.00	1375.00
Auburn, N. Y.	Jefferson	4-Sun-Mon-Tues-Wed	6	2250.00	2081.25	1912.50	1743.75	1576.00	1406.25
Cortland, N. Y.	State	3-Sun-Mon-Tues	5	1950.00	1803.75	1657.50	1511.25	1365.00	1218.75
Geneva, N. Y.	Geneva	3-Sun-Mon-Tues	5	2000.00	1850.00	1700.00	1550.00	1400.00	1250.00
Lockport, N. Y.	Palace	3-Sun-Mon-Tues	5	1900.00	1757.50	1615.00	1472.50	1330.00	1187.50
Oswego, N. Y.	Strand	3-Sat-Sun-Mon	5	1822.00	1688.13	1551.26	1414.39	1277.52	1140.65
Cincinnati									
Lexington, Ky.	Kentucky	7-Sun-Mon-Tues-Wed-Thurs-Fri-Sat	10	3925.00	3630.63	3336.26	3041.89	2747.62	2453.15
Cleveland									
Mt. Vernon, Ohio	Vine	3-Sun-Mon-Tues	5	1150.00	1063.75	977.50	891.25	805.00	718.75
Wooster, Ohio	Wooster	3-Sun-Mon-Tues	5	1425.00	1318.13	1211.36	1104.39	997.52	890.65

[fol. 6217]

Schedule I

Flat Rentals

Territory—City	Theatre	Days	Number of Pictures	Amount per Picture
Albany				
Amsterdam, N. Y.	Rialto or Strand	2 or 3	4	$100.00
	or Regent	2 or 3	Balance	75.00
Gloversville, N. Y.	Glove or Hippodrome	1 or 3	10	75.00
		1 or 3	Balance	50.00
Norwich, N. Y.	Colonia	2 or 3	4	50.00
		1 or 2	Balance	35.00
Ogdensburg, N. Y.	Strand	1 or 2	4	75.00
		1 or 2	Balance	40.00
Oneonta, N. Y.	Oneonta or Palace	2 or 3	4	75.00
		2 or 3	Balance	35.00
Watertown, N. Y.	Avon or Olympic	2 or 3	4	100.00
		2 or 3	Balance	50.00
Buffalo				
Auburn, N. Y.	Jefferson or Strand	2 or 3	4	100.00
	or Palace	2 or 3	Balance	65.00
Cortland, N. Y.	State or Temple	2 or 3	4	105.00
		2 or 3	Balance	45.00
Geneva, N. Y.	Geneva or Regent	2 or 3	4	85.00
		2 or 3	Balance	47.50
Lockport, N. Y.	Palace or Rialto	2 or 3	4	70.00
	or Hi-Art	2 or 3	Balance	50.00
Oswego, N. Y.	Strand or Capitol	2 or 3	4	70.00
		2 or 3	Balance	35.00
Cincinnati				
Lexington, Ky.	Kentucky or Ben-Ali	3 or 4	Balance	100.00
	or Strand			
Cleveland				
Mt. Vernon, Ohio	Vine or Lyric	2 or 3	4	40.00
		2 or 3	Balance	35.00
Wooster, Ohio	Wooster or Opera	2 or 3	4	65.00
	House	2 or 3	Balance	40.00

[fol. 6218]

SCHEDULE 1a

Territory	City	Theatre	Days	Tenths	35% Control	32½% Control	30% Control	27½% Control
Albany	Amsterdam, N. Y.	Strand	2—Sun-Mon	4	$780.00	$721.50	$663.00	$604.50
	Gloversville, N. Y.	Hippodrome	2—Sun-Mon	4	815.00	753.88	692.75	631.63
	Oneonta, N. Y.	Palace	2—Sun-Mon	4	425.00	393.13	361.25	329.38
	Watertown, N. Y.	Olympic	3—Sat-Sun-Mon	6	1950.00	1803.75	1657.50	1511.25
Buffalo	Auburn, N. Y.	Palace	3—Sun-Mon-Tues	5	1100.00	1017.50	935.00	852.50
	Corning, N. Y.	State	3—Sat-Sun-Mon	6	650.00	601.25	552.50	503.75
	Cortland, N. Y.	Temple	3—Sun-Mon-Tues	5	530.00	490.25	450.50	410.75
	Geneva, N. Y.	Regent	3—Sun-Mon-Tues	5	715.00	661.38	607.75	554.13
	Lockport, N. Y.	Rialto	3—Sat-Sun-Mon	6	1000.00	925.00	850.00	775.00
	Oswego, N. Y.	Capitol	2—Sun-Mon	4	520.00	527.25	484.50	441.75
Cincinnati	Lexington, Ky.	Ben Ali	4—Sun-Mon-Tues-Wed	6	1220.00	1128.50	1037.00	945.50
		Strand	3—Sat-Sun-Mon	6	1115.00	1031.38	947.75	864.13

[fol. 6220]

Schedule II

Control Figures for Classifications 1 and 2 (Cont'd)

Territory—City	Theatre	Days	Tenths	40% Control	37½% Control	35% Control	32½% Control	30% Control	27½% Control
Buffalo (Cont'd)									
Newark, N. Y.	Capitol	3-Sun-Mon-Tues	5	$875.00	$809.38	$743.76	$678.14	$612.52	$546.90
Penn Yan, N. Y.	Elmwood	3-Sun-Mon-Tues	5	600.00	555.00	510.00	465.00	420.00	375.00
Perry, N. Y.	Schines	3-Sun-Mon-Tues	5	500.00	462.50	425.00	387.50	350.00	342.50
Rochester, N. Y.	Cameo (sub run)	3-Sun-Mon-Tues	5	650.00	602.25	562.50	.....	.....	.....
Rochester, N. Y.	Grand (sub run)	2-Sun-Mon	4	476.00	439.38	403.76	368.14	332.52	296.90
Rochester, N. Y.	Lake (sub run)	3-Sun-Mon-Tues	5	315.00	291.38	267.76	.....	.....	.....
		2-Sun-Mon	4	250.00	231.25	212.50	.....	.....	.....
Rochester, N. Y.	Riviera (sub run)	3-Sun-Mon-Tues	5	1450.00	1341.25	1232.50	1123.75	1015.00	906.25
Rochester, N. Y.	State (sub run)	3-Sun-Mon-Tues	5	815.00	753.88	692.76	631.64	570.52	609.40
Rochester, N. Y.	Dixie (sub run)	3-Sun-Mon-Tues	5	725.00	670.63	616.26	561.89	507.52	453.15
Rochester, N. Y.	Liberty (sub run)	3-Sun-Mon-Tues	5	725.00	670.63	616.26	561.89	507.52	453.15
Salamanca, N. Y.	Andrews	3-Sun-Mon-Tues	5	800.00	740.00	680.00	620.00	560.00	500.00
Seneca Falls, N. Y.	Strand	2-Sun-Mon	4	360.00	333.00	306.00	279.00	252.00	225.00
Cincinnati									
Athens, Ohio	Athens	3-Sun-Mon-Tues	5	1150.00	1063.75	977.50	891.25	805.00	718.75
Paris, Ky.	Bourbon	2-Sun-Mon	4	400.00	370.00	340.00	.....	.....	.....
Piqua, Ohio	Piqua	3-Sun-Mon-Tues	5	1025.00	948.13	871.26	794.39	717.52	640.65
Richmond, Ky.	Madison	2-Sun-Mon	4	625.00	485.63	446.26	.....	.....	.....
Lexington, Ky.	Strand (2nd run)	4-Sat-Sun-Mon-Tues	7	1200.00	1110.00	1020.00	.....	.....	.....
Lexington, Ky.	State (3rd run)	3-Sun-Mon-Tues	5	575.00	531.88	488.76	.....	.....	.....

[fol. 6222]

SCHEDULE II

Flat Rentals

Territory—City	Theatre	Days	Number of Pictures	Amount per Picture
Albany				
Carthage, N. Y.	Strand	2 or 3	8	$35.00
		2 or 3	14	25.00
		2 or 3	Balance	15.00
Glen Falls, N. Y.	Empire (2nd run)	2 or 3	8	35.00
		2 or 3	14	30.00
		2 or 3	Balance	22.50
Hamilton, N. Y.	State	2	8	50.00
		2	14	40.00
		2	Balance	25.00
Herkimer, N. Y.	Liberty	2 or 3	8	75.00
		2 or 3	14	50.00
		2 or 3	Balance	35.00
Hudson Falls, N. Y.	Strand	2 or 3	8	35.00
		2 or 3	14	22.50
		2 or 3	Balance	17.50
Little Falls, N. Y.	Rialto	2 or 3	8	75.00
		2 or 3	14	50.00
		2 or 3	Balance	35.00
Malone, N. Y.	Malone	2 or 3	8	60.00
		2 or 3	14	35.00
		2 or 3	Balance	25.00
Massena, N. Y.	Massena	2 or 3	8	50.00
		2 or 3	14	35.00
		1 or 2	Balance	20.00
Saranac Lake, N. Y.	Pontiac	2	8	75.00
		2	14	45.00
		2	Balance	37.50

[fol. 6223]

Tupper Lake, N. Y.	Strand	2	8	$30.00
		2	14	25.00
		2	Balance	20.00
Watertown, N. Y. (Any picture played 1st run in Olympic to be cancelled from this 2nd run contract)	Olympic (2nd run)	2 or 3	8	50.00
		2 or 3	14	35.00
		2 or 3	Balance	30.00
Buffalo				
Bath, N. Y.	Babcock	2 or 3	8	50.00
		2 or 3	14	35.00
		2 or 3	Balance	25.00
Buffalo, N. Y.	Granada (sub run)	2 or 3	8	100.00
		2 or 3	14	60.00
		2 or 3	Balance	45.00
Buffalo, N. Y.	Riverside (sub run)	2 or 3	8	100.00
		2 or 3	14	65.00
		2 or 3	Balance	50.00
Canandaigua, N. Y.	Playhouse	2 or 3	8	70.00
		2 or 3	14	50.00
		2	Balance	30.00
Corning, N. Y.	Fox or State	2 or 3	14	50.00
		2 or 3	Balance	35.00
Corning, N. Y.	State (2nd run)	2 or 3	8	25.00
		2 or 3	14	17.50
		2	Balance	15.00

SCHEDULE II

Flat Rentals

Territory—City	Theatre	Days	Number of Pictures	Amount per Picture
Buffalo (Cont'd.)				
Lockport, N. Y.	Rialto (2nd run) or Hi-Art	2 or 3	8	35.00
		2 or 3	14	25.00
		2 or 3	Balance	22.50
Newark, N. Y.	Capitol	2 or 3	8	65.00
		2 or 3	14	45.00
		2	Balance	30.00
[fol. 6224]				
Penn Yan, N. Y.	Elmwood	2 or 3	8	$90.00
		2 or 3	14	50.00
		2 or 3	Balance	35.00
Perry, N. Y.	Schines	2 or 3	8	65.00
		2 or 3	14	40.00
		2 or 3	Balance	30.00
Rochester, N. Y.	Cameo (sub run)	2 or 3	12	60.00
		2 or 3	14	30.00
		2 or 3	Balance	22.50
Rochester, N. Y.	Grand (sub run)	2	8	45.00
		2	14	25.00
		1 or 2	Balance	22.50
Rochester, N. Y.	Lake (sub run)	2 or 3	12	90.00
		2	14	15.00
		1 or 2	Balance	10.00
Rochester, N. Y.	Riviera (sub run) or Liberty	3	8	150.00
		2 or 3	14	100.00
		2 or 3	Balance	75.00
Rochester, N. Y.	State (sub run) or Dixie	2 or 3	8	70.00
		2 or 3	14	50.00
		2 or 3	Balance	40.00
Rochester, N. Y.	Dixie (sub run) or State	2 or 3	8	70.00
		2 or 3	14	50.00
		2 or 3	Balance	40.00
Rochester, N. Y.	Liberty (sub run)	2 or 3	8	60.00
		2 or 3	14	40.00
		2 or 3	Balance	30.00
Salamanca, N. Y.	Andrews	2	8	75.00
		2	14	50.00
		1 or 2	Balance	30.00
[fol. 6225]				
Seneca Falls, N. Y.	Strand	2	8	$55.00
		2	14	40.00
		2	Balance	30.00
Cincinnati				
Athens, Ohio	Athens or Ohio or Court	2 or 3	8	100.00
		2 or 3	14	70.00
		2 or 3	Balance	40.00
Paris, Ky.	Bourbon	1 or 2	12	75.00
		1 or 2	14	25.00
		1 or 2	Balance	15.00
Piqua, O.	Piqua or Miami	2 or 3	8	55.00
		2 or 3	14	40.00
		2 or 3	Balance	27.50
Richmond, Ky.	Madison or Strand	1 or 2	12	100.00
		1 or 2	14	40.00
		1 or 2	Balance	22.50

Schedule II

Flat Rentals

Territory—City	Theatre	Days	Number of Pictures	Amount per Picture
Cincinnati (Cont'd.)				
Lexington, Ky.	Strand (2nd run) or State	3 or 4	12	100.00
		3 or 4	14	50.00
		2 or 3	Balance	40.00
Lexington, Ky.	State (3rd run)	2 or 3	12	75.00
		2 or 3	14	45.00
		2 or 3	Balance	25.00
Cleveland				
Ashland, Ohio	Opera House or Palace	2 or 3	12	100.00
		2 or 3	14	60.00
		2 or 3	Balance	52.50
Bellefontaine, Ohio	Holland	2 or 3	4	110.00
		2 or 3	8	85.00
		2 or 3	14	45.00
		2 or 3	Balance	35.00
Bucyrus, Ohio	Bucyrus or State	2 or 3	8	60.00
		2 or 3	14	35.00
		2 or 3	Balance	27.50
[fol. 6226]				
Delaware, Ohio	Strand	2 or 3	8	$85.00
		2 or 3	14	50.00
		2 or 3	Balance	30.00
Fostoria, Ohio	Civic (2nd run) or Roxy	2 or 3	12	35.00
			14	25.00
			Balance	17.50
Kent, Ohio	Opera House (2nd run)	2 or 3	12	35.00
		2 or 3	14	22.50
		2 or 3	Balance	17.50
Norwalk, Ohio	Forum or Morse	2 or 3	8	65.00
		2 or 3	14	45.00
		2 or 3	Balance	25.00
Tiffin, Ohio	Ritz or Grand	2 or 3	12	160.00
		2 or 3	14	95.00
		2 or 3	Balance	40.00
Van Wert, Ohio	Van Wert or Strand	2 or 3	8	100.00
		2 or 3	14	50.00
		2 or 3	Balance	40.00
Albany				
Ballston, N. Y.	Capitol	2	8	40.00
			12	25.00
			Balance	17.50
Mechanicville, N. Y.	State	2 or 3	8	100.00
			12	50.00
			Balance	30.00
Whitehall, N. Y.	Capitol	2	8	65.00
			12	42.50
			Balance	22.50

[fol. 6227]

Admission Prices

Territory	Town	Theatre	Matinee	Evening
Albany	Amsterdam, N. Y.	Rialto or Strand	10-25¢	10-30¢
	Carthage, N. Y.	Strand	10-20	10-30
	Glen Falls, N. Y.	Empire	10-15	10-15-25
	Gloversville, N. Y.	Glove	10-25	10-25-40
	Gloversville, N. Y.	Hippodrome	10-25	10-30
	Hamilton, N. Y.	State	10-25	10-30
	Herkimer, N. Y.	Liberty	10-25	10-25-30
	Hudson Falls, N. Y.	State	10-25	10-30
	Little Falls, N. Y.	Rialto	10-25	10-25-35
	Malone, N. Y.	Malone	10-15-25	10-15-25
	Massena, N. Y.	Massena	10-25	10-25-35
	Norwich, N. Y.	Colonial	10-25	10-25
	Ogdensburg, N. Y.	Strand	10-25	10-25-35
	Oneonta, N. Y.	Palace or Oneonta	10-25	10-25-40
	Saranac Lake, N. Y.	Pontiac	10-25	10-25-35
	Tupper Lake, N. Y.	State	10-25	10-25-35
	Watertown, N. Y.	Avon or Olympic	10-15-25	10-25-35
	Watertown, N. Y.	Olympic (2nd run)	10-15	10-15-25
Buffalo	Auburn, N. Y.	Palace	10-15	10-25
	Bath, N. Y.	Babcock	10-25	10-30
	Buffalo, N. Y.	Granada	10-25	10-25
	Buffalo, N. Y.	Riverside	10-25	10-25
	Canandaigua, N. Y.	Playhouse	10-15	10-25
	Corning, N. Y.	Fox	10-20	10-25
	Corning, N. Y.	State (2nd run)	10-15	10-20
	Cortland, N. Y.	State	10-25	10-25-40
	Geneva, N. Y.	Geneva	10-25	10-25-35

[fol. 6228]

	Lockport, N. Y.	Palace	10-25¢	10-25-40¢
	Lockport, N. Y.	Hiart (2nd run)	10-15	10-20
	Newark, N. Y.	Capitol	10-25	10-25-35
	Oswego, N. Y.	Capitol or Strand	10-25	10-25-40
	Penn Yan, N. Y.	Elmwood	10-25	10-25-35
	Perry, N. Y.	Auditorium	10-25	10-25
	Rochester, N. Y.	Liberty	10-25	10-25
	Rochester, N. Y.	Riviera	10-25	10-25
	Rochester, N. Y.	State	10-25	10-25
	Rochester, N. Y.	Dixie	10-25	10-25
	Rochester, N. Y.	Lake	10-20	10-20
	Rochester, N. Y.	Grand	10-15	10-15
	Rochester, N. Y.	Cameo	10-20	10-20
	Salamanca, N. Y.	Andrews	10-20	10-20-30
	Seneca Falls, N. Y.	Strand	10-25	10-25-35
Cincinnati	Athens, Ohio	Athena	10-25	10-30
Cleveland	Bellefontaine, Ohio	Holland	10-20	10-25
Cincinnati	Paris, Ky.	Bourbon	10-16	10-27
	Piqua, Ohio	Piqua	10-25	10-30
	Richmond, Ky.	Madison	10-16	10-16-27
	Lexington, Ky.	Kentucky (1st run)	10-25	10-35
	Lexington, Ky.	State or Strand (2nd run)	10-10	10-15
	Lexington, Ky.	State (3rd run)	10-10	10-15
Cleveland	Ashland, Ohio	Opera House	10-15	10-30
	Bucyrus, Ohio	Bucyrus	10-15	10-25
	Delaware, Ohio	Strand	10-26	10-31

[fol. 6229]

	Fostoria, Ohio	Civic or Roxy	10-21¢	10-31¢
	Kent, Ohio	Opera House	10-20	10-20
	Mount Vernon, Ohio	Vine	10-25	10-25-35

[fol. 6219]

Schedule II

Control Figures for Classifications 1 and 2

Territory—City	Theatre	Days	Tenths	40% Control	37½% Control	35% Control	32½% Control	30% Control	27½% Control
Albany									
Carthage, N. Y.	Strand	3-Sun-Mon-Tues	5	$650.00	$601.25	$552.50	$503.75	$455.00	$406.25
Glens Falls, N. Y.	Empire (2nd run)	3-Sun-Mon-Tues	6	575.00	531.88	488.76	445.64	402.50	359.40
Hamilton, N. Y.	State	2-Sun-Mon	4	575.00	531.88	488.76	445.64	402.50	359.40
Herkimer, N. Y.	Liberty	3-Sun-Mon-Tues	5	925.00	855.63	786.26	716.89	647.52	578.15
Hudson Falls, N. Y.	Strand	3-Sun-Mon-Tues	5	500.00	462.50	425.00	387.50	350.00	312.50
Little Falls, N. Y.	Rialto	3-Sun-Mon-Tues	5	1025.00	948.13	871.26	794.39	717.52	640.65
Malone, N. Y.	Malone	3-Sun-Mon-Tues	5	1135.00	1049.88	964.76	879.64	794.52	709.40
Massena, N. Y.	Massena	3-Sun-Mon-Tues	5	960.00	888.00	816.00	744.00	672.00	600.00
Saranac Lake, N. Y.	Pontiac	3-Sun-Mon-Tues	5	1100.00	1017.50	935.00	852.50	770.00	687.50
Tupper Lake, N. Y.	Strand	3-Sun-Mon Tues	5	585.00	541.13	497.26	453.39	409.52	365.65
Watertown, N. Y.	Olympic (2nd run)	3-Sat-Sun-Mon	6	1100.00	1017.50	935.00	852.60	770.00	687.50
Buffalo									
Bath, N. Y.	Babcock	3-Sun-Mon-Tues	5	775.00	716.88	658.76	600.64	542.52	484.40
Buffalo, N. Y.	Granada (sub run)	3-Sun-Mon-Tues	5	925.00	855.63	786.26	716.89	647.52	578.15
Buffalo, N. Y.	Riverside (sub run)	3-Sun-Mon-Tues	5	1050.00	971.25	892.50	813.75	735.00	656.25
Canandaigua, N. Y.	Playhouse	3-Sun-Mon-Tues	5	980.00	906.50	833.00	759.50	686.00	612.50
Corning, N. Y.	Fox	3-Sat-Sun-Mon	6	1200.00	1110.00	1020.00	930.00	840.00	750.00
Corning, N. Y.	State (2nd run)	3-Sat-Sun-Mon	6	350.00	323.75	297.50	271.25	245.00	218.75
Lockport, N. Y.	Rialto (2nd run)	3-Sat-Sun-Mon	6	900.00	832.50	765.00	697.50	630.00	562.50

[fol. 6221]

Schedule II

Control Figures for Classifications 1 and 2 (Continued page 3)

Territory—City	Theatre	Days	Tenths	40% Control	37½% Control	35% Control	32½% Control	30% Control	27½% Control
Cleveland									
Ashland, Ohio	Opera House	3-Sun-Mon-Tues	5	$700.00	$647.50	$595.00			
Bellefontaine, Ohio	Holland	3-Sun-Mon-Tues	5	1025.00	948.13	871.26			
Bucyrus, Ohio	Bucyrus	3-Sun-Mon-Tues	5	650.00	601.25	552.50	503.75	455.00	406.25
Delaware, Ohio	Strand	3-Sun-Mon-Tues	5	800.00	740.00	680.00	620.00	560.00	500.00
Fosteria, Ohio	Civic (2nd run)	3-Sun-Mon-Tues	5	400.00	370.00	340.00			
Kent, Ohio	Opera House (2nd run)	3-Sun-Mon-Tues	5	400.00	370.00	340.00			
Norwalk, Ohio	Forum	3-Sun-Mon-Tues	5	700.00	647.50	595.00	542.50	490.00	437.50
Tiffin, Ohio	Ritz	3-Sun-Mon-Tues	5	1000.00	925.00	850.00			
Van Wert, Ohio	Van Wert	3-Sun-Mon-Tues	5	700.00	647.50	595.00	542.50	490.00	437.50
Albany									
Ballston, N. Y.	Capitol	2-Sun-Mon	4	230.00	212.75	195.50	178.25	161.00	145.75
Mechanicville, N. Y.	State	3-Sun-Mon-Tues	5	685.00	633.63	582.25	530.88	479.50	428.13
Whitehall, N. Y.	Capitol	2-Sun-Mon	4	330.00	305.25	280.50	255.75	231.00	206.25

Territory	Town	Theatre	Matinee	Evening
	Norwalk, Ohio	Forum	10–20	10–30
	Tiffin, Ohio	Ritz	10–20	10–20–30
	Van Wert, Ohio	Schines	10–15–20	10–15–25
	Wooster, Ohio	Schines	10–25	10–25–35
Albany	Ballston, N. Y.	Capitol	10–20	10–35
	Mechanicville, N. Y.	State	10–25	10–25–35
	Whitehall, N. Y.	Capitol	10–25	10–25–35

[fol. 6231]

Schedule III

Territory	City	Theatre	Score Charge	Short Subjects: Commitment	Short Subjects: No. of Days	Short Subjects: Price per reel	Trailers Each	Newsreels: No. of Issues	Newsreels: Price per issue	Newsreels: No. of days
	Watertown, N. Y.	Palace (2nd run)	2.50 per run	None	—	——	$1.50	52	$5.00	2
Buffalo	Auburn, N. Y.	Palace	2.50 per day	All	2, 3 or 4	$15.60	3.00 (Palace or Strand)	52	15.00	2
							5.00 (Jefferson)			
	Bath, N. Y.	Babcock	2.50 per run	50%	2	5.00	2.00	52	7.50	2
	Buffalo, N. Y.	Granada (sub run)	2.50 per day	9	2	5.00	3.00	None		
	Buffalo, N. Y.	Riverside (sub run)	2.50 per day	9	2	5.00	3.00	None		
	Canandaigua, N. Y.	Playhouse	2.50 per day	50%	2	7.20	2.00	52	10.00	2
	Corning, N. Y.	Fox (1st run)	2.50 per day	50%	2	8.35	3.00	52	7.50	2
	Corning, N. Y.	State (2nd run)	2.50 per run	9	2	3.00	3.00	52	4.00	2
	Cortland, N. Y.	State	2.50 per day	All	2	10.35	4.00	52	15.00	2
		Temple	——	—	—	——	2.00	—	——	—
	Geneva, N. Y.	Geneva	2.50 per day	All	2	11.75	4.00	52	12.50	2
		Regent	——	——	——	——	2.00	—	——	—
	Lockport, N. Y.	Palace (1st run)	2.50 per day	50%	2 or 3	13.15	4.00	52	15.00	2 or 3
	Lockport, N. Y.	Hi-Art (2nd run)	2.50 per day	9	2	3.50	1.50	52	5.00	2
	Newark, N. Y.	Capitol	2.50 per day	50%	2	6.00	2.00	52	7.50	2
	Oswego, N. Y.	Capitol	2.50 per day	All	2	10.70	2.00	52	10.00	2
							4.00 (Strand)	52	4.00	2
	Penn Yan, N. Y.	Elmwood	5.00 per run	50%	2	4.00	3.00	52	7.50	2
	Perry, N. Y.	Auditorium	5.00 per run	50%	2 or 3	5.00	3.00	52	6.00	2 or 3
	Rochester, N. Y.	Cameo (sub run)	3.00 per run	None	—	3.00 (for any used)	2.00	None		

[fol. 6234]

SCHEDULE IV

City	Theatre	Number of Days
Mount Vernon, Ohio	Vine or Lyric	2 or 3
Wooster, Ohio	Wooster	2 or 3
Lexington, Ky.	Ben-Ali, Kentucky or Strand	3 to 7
Amsterdam, N. Y.	Rialto	2 or 3
Carthage, N. Y.	Strand	2 or 3
Gloversville, N. Y.	Glove	2 or 3
Herkimer, N. Y.	Liberty	2 or 3
Hudson Falls, N. Y.	Strand	2 or 3
Little Falls, N. Y.	Rialto	2 or 3
Malone, N. Y.	Malone	2 or 3
Massena, N. Y.	Massena	2 or 3
Mechanicville, N. Y.	State	2 or 3
Norwich, N. Y.	Colonia	2 or 3
Ogdensburg, N. Y.	Strand) 12 pictures	2 or 3
	) 14 pictures	1 or 2
Oneonta, N. Y.	Oneonta	2 to 4
Saranac Lake, N. Y.	Pontiac	2
Tupper Lake, N. Y.	Strand	2
Watertown, N. Y.	Olympic	2 or 3
Auburn, N. Y.	Jefferson or Strand or Palace	2 to 4
Bath, N. Y.	Babcock	2 or 3
Canandaigua, N. Y.	Playhouse	2 or 3
Corning, N. Y.	Fox or State	2 or 3
Cortland, N. Y.	State or Temple	2 or 3
Geneva, N. Y.	Geneva or Regent	2 or 3
Lockport, N. Y.	Rialto, Palace or Hi-Art	2 or 3
Lockport, N. Y. (2nd run)	Rialto or Hi-Art	2 or 3
Newark, N. Y.	Capitol	2 or 3
Oswego, N. Y.	Strand or Capitol	2 or 3
Rochester, N. Y.	Liberty	2 or 3
"	State or Dixie	2 or 3
"	State Repeat	2 or 3

[fol. 6235] Copy

December 22nd, 1937.

#1 Letter to Franchise

Mr. J. Myer Schine, Schine Circuit, Inc., Gloversville, N. Y.

Re: Clearance—Ogdensburg, N. Y. over Canton, N. Y.

DEAR MYER:

Confirming telephone conversation today, this letter will serve to reduce the clearance of Ogdensburg over Canton as now entered in Franchise from thirty (30) days to fourteen (14) days.

With best wishes.

Sincerely, Tom (Signed).

Accepted and approved: Loews Inc., by T. J. Connors (signed). Schine Enterprises Corp., by Geo. V. Lynch (signed).

[fol. 6236] Copy

December 22nd, 1937.

#2 Letter to Franchise

Mr. J. Myer Schine, Schine Circuit, Inc., Gloversville, N. Y.

Re: Clearance—Oneonta, N. Y. over Cooperstown, N. Y.

DEAR MYER:

This will serve to change the clearance which Oneonta has over Cooperstown, as set up in Franchise, from thirty (30) days to fourteen (14) days—this as per Mr. Connors' letter to you under date of Sept. 16, 1937.

With best wishes.

Sincerely, Tom (Signed).

Accepted and approved: Loews Inc., by T. J. Connors (signed). Schine Enterprises Corp., by Geo. V. Lynch (signed).

[fol. 6237] Dec. 29th, 1937.

#3 Letter to Franchise

Mr. Geo. V. Lynch, Schine Circuit, Inc., Gloversville, N. Y.

DEAR MR. LYNCH:

This letter will serve to change the number of days on the Newsreel covering the Schine Theatre, Piqua, O., as now entered in the Franchise as "one" day to "two" days—the same as the 1935-36 contract, at the rental of $7.50 per issue.

With best wishes.

Sincerely, J. E. Flynn.

Accepted and approved: Loews Inc., by T. J. Connors. Schine Circuit, Inc., by Geo. V. Lynch.

[fol. 6238] Deal Sheet

7/21/37.

Theatre: Capitol Theatre, Ilion, N. Y.

Terms: Metro Goldwyn Mayer—Seasons 1937-38—1938-39, 1939-40. 4 @ 40%—3 days. 3 @ $130—2/3 days. 8 @ $80—2/3 days. 12 @ $50—2/3 days. Bal. @ $27.50—2/3 days. Score: $2.50 per day, $5.00 per run. Trailers: $2.00 each. 1 News—$6.00 per issue. Short Subjects—$6.00 per reel. 50% commitment. Control figure on 40% pictures—$530.00. Above to be part of the Schine Franchise. Clearance: 30 days clearance on Mohawk and Frankfort. 21 days after 1st run Utica, N. Y.

[fol. 6239] Cleveland, O., Aug. 7, 1937.

Deal Sheet—1937-8 Product

Circuit: Schine's.
Town: Fostoria, O., 1st run.
Theatre: State or Civic.

Terms

Features: 4 at 40% of gross—3 days. 26 at 25% of gross—2/3 days. Bal. at $35.00 flat—2/3 days.
Short Subjects: $6.10 per reel—2/3 days.
News: $5.00 per issue (1 issue)—3 days.
Trailers: $3.00 each.

Score Charge: $5.00 per run on % pictures. $3.00 per run on flat rental pictures.

Control Figures—SMT, $855.00—3 days—40%. $790.87—3 days 37½%. $726.74—3 days—35%. $726.74—3 da. SMT—35%. $662.61—3 da. SMT—32½%. $598.48—3 da. SMT—30%. $534.35—3 da. SMT—27½%. $470.22—3 da. SMT—25%.

40%—Gt. Ziegfield, SMTW, $971.92.
35%—Born To Dance, SMT, $722.03, 32½.
Thin Man, TWT, $558.17, 27½.
Captains Cour., SMT, $460.22, 25.
40%—Maytime, SMT, $555.76, 27½.
35% Day At Races, SMT, $730.90, 35.
Libeled Lady, SMT, 734.12, 35.
30% Mrs. Cheyney, SMT, $498.65, 27½.
Parnell, SMT, $512.54, 27½.
Pers. Prop., SMT, $615.38, 30.
Camille, SMT, $457.25, 25.
Love On Run, WTF, $568.80, 27½ (Thanksgiving).

[fol. 6240]

Cleveland, O., August 7, 1937.

Deal Sheet—1937-38 Product

Schine Circuit—Medina, O. Princess Theatre—(1st run).

Terms

Features: 4 at 40% of gross—3 days. 4 at 35% of gross—3 days. 8 at $75.00 flat—2/3 days. 14 at $50.00 flat—2/3 days. Bal. at $22.50 flat—2/3 days.

Control figures: SMT, $350.00, 3 da—40%. $323.75, 3 da—37½%. $297.50, 3 da—35%. $297.50—3 da—35%. 271.25—3 da—32½%. $245.00—3 da—30%. $218.75—3 da—27½%. $192.50—3 da—25%.

Short Subjects—$3.25 per reel—2/3 days.

News—$3.00 per issue (1)—2/3 days.

Trailers—$1.50 each.

Score Charge—$2.50 per run.

[fol. 6241] Cleveland, O., August 7, 1937.

Deal Sheet—1937-38 Product

Circuit: Schine's.
Town: Ashland, O. (2nd run).
Theatres: Opera House.

Terms

Features*: 4 at 40% of gross—3 days. 12 at $35.00 flat—2/3 days. 14 at $20.00 flat—2/3 days. Bal. at $15.00 flat—2/3 days.

Control figure: $200.—3 da—40%. $185.—3 da—37½%. $170.—3 da—35%.

Short Subjects*: Audioscopiks—$5.00—2/3 days. Servant of Peo.—$5.00—2/3 days. Laurel & Hardy Reissues—$5.00—2/3 days.

News—$2 per issue (1)—2/3 days.

Trailers—$1.50 each.

Score Charge—$2.50 per run.

Clause: All pictures playing Palace Theatre 1st run to play Opera House 2nd run.

[fol. 6242] Cleveland, O., August 7, 1937.

Deal Sheet—1937-8 Product

Circuit: Schine's.
Town: Mt. Vernon, O. 2nd run.
Theatre: Lyric.

Terms

Features—4 at 40% of gross—3 days. 12 at $50. flat—2/3 days. 14 at $30. flat—2/3 days. Bal. at $15. flat—2/3 days.

Control figure: $200.—3 da.—40%. $185.—3 da.—37½%. $170.—3 da.—35%.

Short Subjects—Audioscopiks—$5.00 2/3 days. Servant of People—$5.00 2/3 days. Laurel & Hardy Re*Issue—$7.50 2/3 days.

News—$3.00 per issue (1)—2/3 days.

Trailers—$1.50 each.

Score Charge—$2.50 per run.

Clause: All pictures playing Vine Theatre 1st run, to be played Lyric Theatre 2nd run.

[fol. 6243] Cleveland, O., August 7, 1937.

Deal Sheet—1937-38 Product

Circuit: Schine's.
Town: Van Wert, O. 2nd Run.
Theatre: Strand.

Terms

Features—4 at 40% of gross—3 days. 12 at $30. flat—2/3 days. 14 at $17.50 flat—2/3 days. Bal. at $12.50 flat—2/3 days.

Control figure: $175.00—SMT—3 day—40%. $161.87—3 day—37½%. $148.74—3 day—35%.

Short Subjects—Audioscopiks—$4.00—2/3 days. Servant of People—$4.00—2/3 days. Laurel & Hardy Reissues—$5.00—2/3 days.

News: $2.00 per issue (1)—2/3 days.

Trailers: $1.50 each.

Score Charge: $2.50 per run.

Clause: Committed to play 26 pictures.

[fols. 6244-6245] 8/31/37.

Deal Sheet

Theatre: Strand or Palace, Auburn, N. Y. (2nd run).

Terms

Metro Goldwyn Mayer. 4 @ 40%—3 days (mid week). 8 @ $100. flat rental—2-3 days—Mid week. 8 @ $75. flat rental—2-3 days—Mid week. 12 @ $60. flat rental—2-3 days—Mid week. Bal. @ $40. flat rental—2-3 days—Mid week.

Clearance:—Forty-two (42) days after first run, Auburn, N. Y.

Second run to play all MGM pictures that play the "A" first run house—not necessary to play pictures repeat that play "B" house.

Accepted, E. K. O'Shea (signed). Accepted, Geo. V. Lynch (signed).

[fol. 6246]

3998

Metro-Goldwyn-Mayer 1931-32 Feature Release Schedule

Bookings Acceptable in Order of Release Only

Theatre Name..... City..... State.....

National Release Date	Release No.	Production	Director	Cast	Footage	Booking Date
8/15/31	221	Pardon Us	James Parrott	Stan Laurel, Oliver Hardy	4962	
8/22/31	238	Guilty Hands	W. S. Van Dyke	Lionel Barrymore, Madge Evans, William Bakewell, Kay Francis, C. Aubrey Smith.	6200	
8/29/31	105	This Modern Age	Nick Grinde	Joan Crawford, Neil Hamilton, Pauline Frederick, Monroe Owsley	6124	
9/5/31	242	The Squaw Man	C. B. De Mille	Warner Baxter, Lupe Velez, Roland Young, Eleanor Boardman, Charles Bickford.	9575	
9/12/31	213	The Phantom of Paris	John S. Robertson	John Gilbert, L. Hyams, Lewis Stone, Jean Hersholt, Natalie Moorhead, C. Aubrey Smith.	6634	
9/19/31		No Release Scheduled				
9/26/31	152	Sidewalks of New York	Jules White and Zion Meyers	Buster Keaton, Anita Page, Cliff Edward	6421	

[fol. 6280]

Schedule III

Territory	City	Theatre	Score Charge	Short Subjects: Commitment	Short Subjects: No. of Days	Short Subjects: Price per reel	Short Subjects: Trailers Each	Newsreels: No. of Issues	Newsreels: Price per issue	Newsreels: No. of days
Albany	Amsterdam, N. Y.	Riato	$2.50 per day	All	2 or 4	$16.55	$3.50	52	$30.00	4
		Strand						52	15.00	3
	Carthage, N. Y.	Strand	2.50 per run	50%	2	5.35	2.00	52	6.00	1
	Glens Falls, N. Y.	Empire	2.50 per run	18	2	2.50	1.50	52	3.50	2
	Gloversville, N. Y.	Glove	2.50 per day	All	2	12.50	3.00	52	20.00	3
	Gloversville, N. Y.	Hippodrome (1st run)	2.50 per run	None						
			5.00 per run on % pictures	50%	2	3.60	2.00	52	5.00	2
	Hamilton, N. Y.	State	2.50 per run on Flat Rental pictures							
	Herkimer N. Y.	Liberty	2.50 per run	1/3	2	5.30	2.00	52	10.00	2
	Hudson Falls, N. Y.	State	2.50 per run	50%	2	3.50	2.00	52	5.00	2
	Little Falls, N. Y.	Rialto	2.50 per run	1/3	2	5.25	2.00	52	10.00	2
	Malone, N. Y.	Malone	2.50 per run	50%	2	5.60	2.00	52	7.50	1
	Massena, N. Y.	Massena	2.50 per day	50%	2	5.00	2.00	52	6.00	2
	Norwich, N. Y.	Colonia	2.50 per day	50%	2	8.00	2.00	52	10.00	2
	Ogdensburg, N. Y.	Strand	2.50 per day	50%	2	7.75	2.00	52	10.00	2
	Oneonta, N. Y.	Oneonta	2.50 per day	All	2 or 3	9.00	3.00	—	—	—
		Palace	—	—	—	—	2.00	52	10.00	2
	Saranac Lake, N. Y.	Pontiac	2.50 per run	50%	2	7.40	2.00	52	7.50	1
	Tupper Lake, N. Y.	State	5.00 per run on % pictures	50%	2	3.50	2.00	52	5.00	2
			2.50 per run on flat rental pictures							
	Watertown, N. Y.	Olympic (1st run)	2.50 per day	50%	2 or 3	13.00	2.00	104	12.50	2 or 3
		Avon	—	—	—	—	4.00	—	—	—

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	Rochester, N. Y.	Grand (sub run)	$2.50 per run	None	—	———	$2.00	None	———	—
	Rochester, N. Y.	Lake (sub run)	2.50 per run	None	—	$2.50 (for any used)	1.50	52	$2.00	2
	Rochester, N. Y.	Liberty (sub run)	2.50 per day	None	—	———	2.50	52	7.50	2
	Rochester, N. Y.	Riviera (sub run)	2.50 per day	None	—	———	4.00	52	10.00	2
	Rochester, N. Y.	State (sub run)	2.50 per day	None	—	———	3.00	None	———	—
	Rochester, N. Y.	Dixie (sub run)	2.50 per day	None	—	———	2.50	52	7.50	2
	Salamanca, N. Y.	Andrews	2.50 per day	50%	2	6.50	2.00	52	7.50	2
	Seneca Falls, N. Y.	Strand	2.50 per run	All	2	4.50	2.00	52	4.00	2
Cincinnati	Athens, Ohio	Athena	5.00 per run	All	2 or 3	7.00	3.50	52	7.50	3
Cleveland	Bellefontaine Ohio	Holland	2.50 per day	50%	2	7.00	2.00	52	7.50	2
Cincinnati	Lexington, Ky.	Kentucky (1st run)	3 days $10.00 4 " 15.00 7 " 25.00	All	3 or 4	12.35	5.00	52	15.00	3
	Lexington, Ky.	State or Strand (2nd run)	2.50 per day	All	2 or 3	5.00	2.50	52	5.00	2
	Lexington, Ky.	State (3rd run)	5.00 per run	None	—	3.50 (for any used)	2.50	52	5.00	2
	Paris, Ky.	Bourbon	2.50 per run	All	1 or 2	3.25	1.50	52	2.50	1
	Piqua, Ohio	Piqua	2.50 per day	50%	2 or 3	6.00	3.00	52	7.50	1
	Richmond, Ky.	Madison	2.50 per run	All	1 or 2	3.65	2.00–Miami 1.50	52	2.50	1

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Cleveland	Ashland, Ohio	Opera House	$5.00 per run	All	2 or 3	$6.00	$2.50	52	$5.00	2
	Bucyrus, Ohio	Bucyrus	2.50 per run	50%	2 or 3	5.25	2.00	52	5.00	2
	Delaware, Ohio	Strand	5.00 per run	All	2 or 3	5.55	2.50	52	5.00	2
	Mt. Vernon, Ohio	Vine	2.50 per day	All	2	7.70	2.00	52	6.00	2
	Norwalk, Ohio	Forum	5.00 per run	All	2 or 3	5.00	2.00	52	5.00	3
	Tiffin, Ohio	Rits	5.00 per run	All	2 or 3	6.25	2.00	52	5.00	3
	Van Wert, Ohio	Schines	2.50 per day	50%	2	4.00	2.00	52	5.00	2
	Wooster, Ohio	Schines	2.50 per day	50%	2	7.25	2.00	52	10.00	1
	Kent, Ohio	Opera House (2nd run)	2.50 per run	50%	2 or 3	2.50	2.00	52	2.50	2
	Fostoria, Ohio	Civic or Roxy (2nd run)	2.50 per run	50%	2 or 3	2.50	2.00	52	2.50	2
Albany	Ballston, N. Y.	Capitol	2.50 per run	76 reels	2	4.20	2.00	52	5.00	2
	Mechanicville, N.Y.	State	5.00 per run	76 reels	2 or 3	5.40	2.50	52	6.00	2

10/3/31	104	The New Wallingford	Sam Wood	William Haines Leila Hyams Ernest Torrence James Durante	8464
10/10/31	127	Susan Lennox	R. Z. Leonard	Greta Garbo Clark Gable Jean Hersholt	6865
10/17/31		No Release Scheduled			
10/24/31	155	The Sin of Madelon Claudet	Edgar Selwyn	Helen Hayes Lewis Stone Neil Hamilton Cliff Edwards	6739
10/31/31	230	The Cuban Love Song	W. S. Van Dyke	Lawrence Tibbett, Lupe Velez, Karen Morley, Cliff Edwards, Ernest Torrence, Louise Fazenda	7754
11/7/31	222	The Guardsman	Sidney Franklin	Alfred Lunt Lynn Fontanne Roland Young Zasu Pitts	7367
11/14/31	236	Flying High	Charles Riesner	Bert Lahr, Charlotte Greenwood, Hedda Hopper, Guy Kibbee, Kathryn Crawford.	7240
11/21/31	207	Possessed	Clarence Brown	Joan Crawford Clark Gable	

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Metro-Goldwyn-Mayer 1931-32 Feature Release Schedule

Bookings Acceptable in Order of Release Only

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Theatre Name..... City..... State.....

National Release Date	Release No.	Production	Director	Cast	Running Time (Minutes)	Booking Date
11/28/31	214	West of Broadway	Harry Beaumont	John Gilbert Lois Moran El Brendel Madge Evans	66	
12/5/31	201	The Champ	King Vidor	Wallace Beery Jackie Cooper Irene Rich Roscoe Ates	86	
12/12/31	228	Private Lives	Sidney Franklin	Norma Shearer, Robert Montgomery, Una Merkel, Reginald Denny, Jean Hersholt.	84	
12/19/31	250	The Big Parade (Re-issue)	King Vidor	John Gilbert Renee Adoree Karl Dane	125	
12/26/31	125	Mata Hari	G. Fitzmaurice	Greta Garbo, Ramon Novarro, L. Barrymore, Lewis Stone, Karen Morley.	92	
1/2/32	249	Ben Hur (Re-issue)	Fred Niblo	Ramon Novarro, May McAvoy, Betty Bronson, Francis X. Bushman, Carmel Meyers.	122	

Metro-Goldwyn-Mayer 1931–32 Feature Release Schedule

Bookings Acceptable in Order of Release Only

Theatre Name..... City..... State.....

National Release Date	Release No.	Production	Director	Cast	Running Time (Minutes)	Booking Date
3/12/32		No Release Scheduled				
3/19/32		No Release Scheduled				
3/26/32	216	Are You Listening?	Harry Beaumont	William Haines, Madge Evans, Anita Page, Karen Morley, Neil Hamilton, Wallace Ford	76	
4/2/32	245	Tarzan, the Ape Man	W. S. Van Dyke	Johnny Weissmuller Neil Hamilton Maureen O'Sullivan C. Aubrey Smith	100	
4/9/32	224	But the Flesh Is Weak	Jack Conway	Robert Montgomery Nora Gregor C. Aubrey Smith Nils Asther Heather Thatcher Edward Everett Horton	82	
4/16/32	246	The Wet Parade	Victor Fleming	Walter Huston Dorothy Jordan Robert Young Myrna Loy Lewis Stone John Miljan Neil Hamilton	122	

4/23/32	240	Night Court	W. S. Van Dyke	Phillip Holmes Walter Huston Anita Page Lewis Stone	96
4/30/32	204	When a Feller Needs a Friend	Harry Pollard	Jackie Cooper "Chic" Sale Dorothy Peterson Helen Parrish Raiph Graves	76
5/7/32	208	Letty Lynton	Clarence Brown	Joan Crawford Robert Montgomery Nils Asther	85
5/14/32	226	Huddle	Sam Wood	Ramon Novarro Madge Evans Una Merkel Frank Albertson	104
5/21/32		No Release Scheduled			
5/28/32	211	As You Desire Me	G. Fitzmaurice	Greta Garbo Melvyn Douglas Erich Von Stroheim Owen Moore Hedda Hopper	71
6/4/32	231	New Morals For Old	Charles Brabin	Margaret Perry Robert Young Lewis Stone Laura Hope Crewes Myrna Loy	77
6/11/32		No Release Scheduled			
6/18/32		No Release Scheduled			

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Metro-Goldwyn-Mayer 1931–32 Feature Release Schedule

Bookings Acceptable in Order of Release Only

Theatre Name..... City..... State.....

National Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Date
6/25/32	241	Red Headed Woman	Jack Conway	Jean Harlow Chester Morris Leila Hyams Lewis Stone Una Merkel	88	
7/2/32	248	Unashamed	Harry Beaumont	Helen Twelvetrees Lewis Stone Robert Young Jean Hersholt John Miljan	77	
7/9/32	247	Washington Masquerade	Charles Brabin	Lionel Barrymore Karen Morley Nils Asther Diane Sinclair	92	
7/16/32	106	Skyscraper Souls	Edgar Selwyn	Warren William Maureen O'Sullivan Norman Foster Anita Page Jean Hersholt	100	

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Metro-Goldwyn-Mayer 1932-33 Feature Release Schedule

Bookings Acceptable in Order of Release Only

Theatre Name ..... City ..... State .....

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National Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Date
9/3/32		No Release Scheduled				
9/10/32	349	Grand Hotel	Edmund Goulding	Greta Garbo John Barrymore Joan Crawford Wallace Beery Lionel Barrymore Lewis Stone	115 10300	
9/17/32	328	Pack Up Your Troubles	Geo. Marshall & R. McCarey	Stan Laurel Oliver Hardy Jacquie Lynn Mary Carr	70 6300	
9/24/32	229	Smilin' Through	Sidney Franklin	Norma Shearer Fredric March Leslie Howard Ralph Forbes Beryl Mercer O. P. Heggie	100 8900	
10/1/32	239	Kongo	William Cowan	Walter Huston Lupe Velez Conrad Nagel C. Huntley Gordon	89 7900	
10/8/32	336	Payment Deferred	Lothar Mendes	Charles Laughton Maureen O'Sullivan Dorothy Peterson Veree Teasdale	82 7400	
10/15/32	225	Faithless	Harry Beaumont	Robert Montgomery Tallulah Bankhead Hugh Herbert Lawrence Grant	84 7600	
10/22/32	219	Red Dust				

1/9/32		No Release Scheduled			
1/16/32	202	Hell Divers	George Hill	Wallace Beery, Clark Gable, Conrad Nagel, Dorothy Jordan, Marjorie Rambeau.	113
1/23/32	223	Lovers Courageous	Robert Z. Leonard	Robert Montgomery Madge Evans, Roland Young, Frederick Kerr Reginald Owen	78
1/30/32	251	Emma	Clarence Brown	Marie Dressler Richard Cromwell Jean Hersholt Myrna Loy John Miljan	73
2/6/32	219	The Passionate Plumber	Ed. Sedgwick	Buster Keaton Jimmy Durante Irene Purcell Polly Moran Gilbert Roland	75
2/13/32	203	The Beast of the City	Charles Brabin	Walter Huston Jean Harlow Wallace Ford Jean Hersholt Dorothy Peterson	90
2/20/32	244	Freaks	Tod Browning	Wallace Ford Leila Hyams Olga Baclanova Roscoe Ates Henry Victor	65
2/27/32	209	Polly of the Circus	Al Santell	Marion Davies Clark Gable C. Aubrey Smith Raymond Hatton David Landau	70
3/5/32	232	Arsene Lupin	Jack Conway	John Barrymore Lionel Barrymore Karen Morley John Miljan Tully Marshall	86

10/22/32	319	Red Dust	Victor Fleming	Clark Gable Jean Harlow Mary Astor Donald Crisp Tully Marshall	86 7700	
10/29/32		No Release Scheduled				
11/5/32	205	The Mask of Fu Manchu	Charles Brabin	Boris Karloff Jean Hersholt Karen Morley Charles Starrett Myrna Loy	70 6200	
11/12/32	252	Prosperity	Sam Wood	Marie Dressler Polly Moran Anita Page Norman Foster	90 8000	
11/19/32		No Release Scheduled				
11/26/32		No Release Scheduled				
12/3/32		No Release Scheduled				
12/10/32	304	Flesh	John Ford	Wallace Beery Karen Morley Ricardo Cortez John Miljan Jean Hersholt		
12/17/32	217	Fast Life	Harry Pollard	William Haines Madge Evans Conrad Nagel Cliff Edwards		
12/24/32	227	Son-Daughter	Clarence Brown	Ramon Novarro Helen Hayes Warner Oland H. B. Warner Louise Closser Hale		
12/31/32	350	Strange Interlude	Robert Z. Leonard	Norma Shearer Clark Gable Alexander Kirkland Ralph Morgan	112 10100	

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7/23/32		No Release Scheduled			
7/30/32		No Release Scheduled			
8/6/32	215	Downstairs	Monta Bell	John Gilbert Virginia Bruce Reginald Owen Paul Lukas Hedda Hopper Olga Baclanova	84
8/13/32	220	Speak Easily	Edward Sedgwick	Buster Keaton Jimmy Durante Thelma Todd Hedda Hopper	82
8/20/32	210	Blondie of the Follies	Edmund Goulding	Marion Davies Robert Montgomery Billie Dove Jimmy Durante James Gleason Zasu Pitts	93
8/27/32	237	Divorce in the Family	Charles Riesner	Jackie Cooper Conrad Nagel	84

Metro-Goldwyn-Mayer 1932-33 Feature Release Schedule—Continued

Theatre Name			City	State	
[fol. 6251]					
1/6/33		No Release Scheduled			
1/13/33		No Release Scheduled			
1/20/33	338	Whistling in the Dark	Elliott Nugent	Ernest Truex Una Merkel Edward Arnold John Mitjan	80 7248
1/27/33	348	The Outsider	Harry Lachman	Produced in England from the Broadway play of the same title	74 6682
2/3/33	337	The Secret of Madame Blanche	Charles Brabin	Irene Dunne Phillips Holmes Lionel Atwill Jean Parker Una Merkel	85 7688
2/10/33	326	What! No Beer?	Edward Sedgwick	Buster Keaton Jimmy Durante Phyllis Barry	66 5977
2/17/33	340	Men Must Fight	Edgar Selwyn	Lewis Stone Diana Wynyard Phillips Holmes	73 6597
2/24/33	339	Clear All Wires	George Hill	Lee Tracy Benita Hume James Gleason Una Merkel	79 7118
3/3/33		No Release Scheduled			
3/10/33	321	Fast Workers	Tod Browning	John Gilbert Mae Clarke Robert Armstrong Muriel Kirkland	68 6084
3/17/33		No Release Scheduled			

Metro-Goldwyn-Mayer 1932-33 Feature Release Schedule—Continued

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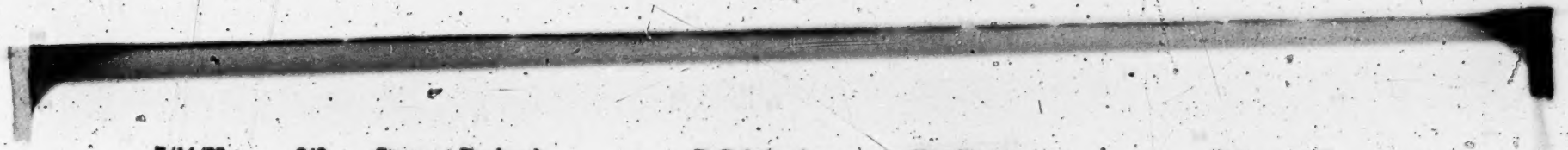
Theatre Name				City	State
5/19/33	330	Made on Broadway	Harry Beaumont	Robert Montgomery Sally Eilers Madge Evans	70 6300
5/26/33	314	Peg O' My Heart	Robert Z. Leonard	Marion Davies Onslow Stevens J. F. MacDonald Juliette Compton	89 7984
6/2/33	341	The Nuisance	Jack Conway	Lee Tracy Madge Evans Charles Butterworth Frank Morgan	85 7639
6/9/33	342	Hell Below	Jack Conway	Robert Montgomery Madge Evans Walter Huston Jimmy Durante Robert Young	105 9495
6/16/33	302	Reunion in Vienna	Sidney Franklin	John Barrymore Diana Wynyard Henry Travers Frank Morgan	100 9026
6/23/33	310	When Ladies Meet	Harry Beaumont	Robert Montgomery Ann Harding Alice Brady Myrna Loy Frank Morgan	87 7826
6/30/33	311	Midnight Mary	William Wellman	Loretta Young Ricardo Cortez Franchot Tone Una Merkel	76 6843
7/7/33	320	Hold Your Man	Sam Wood	Clark Gable Jean Harlow Dorothy Burgess Stuart Erwin	88 7940



7/14/33	343	Storm at Daybreak	R. Boleslavsky	Kay Francis Nils Asther Walter Huston Eugene Pallette Phillips Holmes	7199 80
7/21/33	303	The Stranger's Return	King Vidor	Lionel Barrymore Miriam Hopkins Franchot Tone Stuart Erwin	89 8021
7/28/33	325	Another Language	E. H. Griffith	Helen Hayes Robert Montgomery Louise Closser Hale Henry Travers	77 6947
8/4/33	316	Tugboat Annie	Mervyn LeRoy	Marie Dressler Wallace Beery Robert Young Maureen O'Sullivan	88 7878
8/11/33		No Release Scheduled			
8/18/33		No Release Scheduled			
8/25/33	345	Turn Back the Clock	Edgar Selwyn	Lee Tracy Mae Clarke Otto Kruger Peggy Shannon	80 7234
9/1/33	346	Beauty for Sale	R. Boleslavsky	Madge Evans Otto Kruger Alice Brady Phillips Holmes Una Merkel	88 7966

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Metro-Goldwyn-Mayer 1933-34 Feature Release Schedule

Bookings Acceptable in Order of Release Only

Theatre Name..... City..... State.....

National Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Date
9/8/33	404	Penthouse	W. S. Van Dyke	Warner Baxter Myrna Loy Charles Butterworth Mae Clarke	90 8139	
9/15/33	344	Broadway to Hollywood	Willard Mack	Alice Brady Frank Morgan Madge Evans	90 8105	
9/22/33	347	Solitaire Man	Jack Conway	Herbert Marshall Elisabeth Allan Mary Boland Ralph Forbes May Robson Lionel Atwill	66 6119	
9/29/33	440	Stage Mother	Charles Brabin	Alice Brady Maureen O'Sullivan Franchot Tone Phillips Holmes Ted Healy	87 7803	

Metro-Goldwyn-Mayer 1933-34 Feature Release Schedule—Continued

Theatre Name			City		State
11/17/33	317	Her Sweetheart	Sam Wood	Marie Dressler Lionel Barrymore Jean Hersholt Russell Hardie	90 8120
11/24/33	432	Dancing Lady	Robert Z. Leonard	Joan Crawford Clark Cable Franchot Tone Fred Astaire Winnie Lightner May Robson	94 8460
12/1/33	402	Should Ladies Behave?	Harry Beaumont	Lionel Barrymore Alice Brady Conway Tearle Mary Carlisle	90 8008
12/8/33	443	The Women In His Life	George Seitz	Otto Kruger Isabel Jewell Ben Lyon Una Merke	76 6882
12/15/33		No Release Scheduled			
12/22/33	315	Going Hollywood	Raoul Walsh	Marion Davies Bing Crosby Fifi D'Orsay Stuart Erwin	
12/29/33	421	Sons of The Desert	William Seiter	Stan Laurel Oliver Hardy Dorothy Christy	

Metro-Goldwyn-Mayer 1932-33 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

3/24/33	301	Rasputin and the Empress	R. Boleslavsky	John Barrymore Ethel Barrymore Lionel Barrymore Diana Wynyard	125 11233
3/31/33	308	Gabriel Over the White House	Gregory La Cava	Walter Huston Karen Morley Franchot Tone	88 7903
4/7/33		No Release Scheduled			
4/14/33	324	The White Sister	Victor Fleming	Helen Hayes Clark Gable Lewis Stone	108 9697
4/21/33	312	Today We Live	Howard Hawks	Joan Crawford Gary Cooper Franchot Tone Robert Young	114 10300
4/28/33	309	Looking Forward	Clarence Brown	Lionel Barrymore Lewis Stone Benita Hume Colin Clive Elizabeth Allen	83 7501
5/5/33	329	The Devil's Brother	Hal Roach Charles Rogers	Stan Laurel Oliver Hardy Thelma Todd Dennis King	92 8257
5/12/33	332	The Barbarian	Sam Wood	Ramon Novarro Myrna Loy Reginald Denny	88 7900

10/6/33	435	Night Flight	Clarence Brown	John Barrymore Helen Hayes Clark Gable Lionel Barrymore Robert Montgomery Myrna Loy William Gargan	87 7805
10/13/33	416	Bombshell	Victor Fleming	Jean Harlow Lee Tracy Una Merkel Pat O'Brien Frank Morgan	97 8774
10/20/33	425	Meet The Baron	Walter Lang	Jack Pearl Jimmy Durante Zasu Pitts Ted Healy Edna May Oliver	68 6111
10/27/33	441	Day of Reckoning	Charles Brabin	Richard Dix Madge Evans Conway Tearle Una Merkel Stuart Erwin	70 6302
11/3/33	430	The Chief	Charles Riesner	Ed Wynn Dorothy Mackaill Chic Sale William Boyd	67 6000
11/10/33	442	The Prizefighter and The Lady	W. S. VanDyke	Max Baer Primo Carnera Myrna Loy Walter Huston Jack Dempsey	104 9345

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Metro-Goldwyn-Mayer 1933-34 Feature Release Schedule

Bookings Acceptable in Order of Release Only

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Dates Requested
1/5/34	331	Fugutive Lovers	Richard Boleslavsky	Robert Montgomery Madge Evans Ted Healy and Stooges	84 7535	
1/12/34	447	Dinner At Eight	George Cukor	Marie Dressler John Barrymore Wallace Beery Lionel Barrymore	113 10,173	
1/19/34	448	Eskimo	W. S. Van Dyke	All Native Cast	116 10,422	
1/26/34	405	You Can't Buy Everything	Charles Riesner	May Robson Lewis Stone Jean Parker William Bakewell	83 7476	
2/2/34	445	This Side of Heaven	W. K. Howard	Lionel Barrymore	—	

Metro-Goldwyn-Mayer 1933-34 Feature Release Schedule—Continued

Theatre Name			City		State
2/9/34	414	Queen Christina	Rouben Mamoulian	Greta Garbo John Gilbert Lewis Stone	101 9120
2/16/34	333	The Cat and the Fiddle	W. K. Howard	Ramon Novarro Jeanette MacDonald Charles Butterworth Jean Hersholt Frank Morgan	90 8118
2/23/34	423	Mystery of Mr. X	Edgar Selwyn	Robert Montgomery Elizabeth Allan Lewis Stone Ralph Forbes	85 7681
3/2/34		No Release			
3/9/34	X427	The Show-Off	Charles Riesner	Spencer Tracy Madge Evans Lois Wilson	79 7098
3/16/34	444	Lazy River	George Seitz	Jean Parker Robert Young Ted Healy	77 6941
3/23/34		No Release			
3/30/34	334	Riptide	Edmund Goulding	Norma Shearer Robert Montgomery Herbert Marshall Ralph Forbes Mrs. Patrick Campbell Lilyan Tashman	

Metro-Goldwyn-Mayer 1933–34 Feature Release Schedule

Theatre Name..... City..... State.....

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Tentative Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Dates Requested
5/18/34		No Release				
5/25/34	407	The Thin Man	W. S. Van Dyke	William Powell Myrna Loy Maureen O'Sullivan	93 8350	
6/1/34	436	Hollywood Party		Jimmy Durante Lupe Velez Laurel-Hardy Charles Butterworth Jack Pearl	70 6289	
6/8/34		No Release				
6/15/34	410	Operator 13	Richard Boleslavsky	Marion Davies Gary Cooper Ted Healy	86 7738	
6/22/34		No Release				
6/29/34	446	Murder in the Private Car	Harry Beaumont	Charlie Ruggles Mary Carlisle Una Merkel Russell Hardie	64 5733	
7/6/34		No Release				
7/13/34	X428	Stamboul Quest	Sam Wood	Myrna Loy George Brent Lionel Atwill	88 7889	
7/20/34		No Release				

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Metro-Goldwyn-Mayer 1934-35 Future Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Dates Requested
8/10/34	538	Straight Is the Way	Paul Sloane	Franchot Tone Karen Morley Gladys George William Bakewell May Robson	60 5437	
8/17/34	403	Treasure Island	Victor Fleming	Wallace Beery Jackie Cooper Lionel Barrymore Otto Kruger Lewis Stone Dorothy Peterson "Chic" Sale	105 9433	
8/24/34	525	Hide-Out	W. S. Van Dyke	Robert Montgomery Maureen O'Sullivan Edward Arnold	83 7430	
8/31/34	532	Chained	Clarence Brown	Joan Crawford Clark Gable Otto Kruger Stuart Erwin Una O'Connor	77 6968	

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Metro-Goldwyn-Mayer 1933-34 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Dates Requested
4/6/34	413	Men In White	Richard Boleslavsky	Clark Cable Myrna Loy Jean Hersholt Elizabeth Allan Otto Kruger	75 6790	
4/13/34	424	Laughing Boy	W. S. Van Dyke	Ramon Novarro Lupe Velez	80 7259	
4/20/34	438	Tarzan and His Mate	Cedric Gibbons	Johnny Weissmuller Maureen O'Sullivan Neil Hamilton	106 9572	
4/27/34	305	Viva Villa!	Jack Conway	Wallace Beery Leo Carrillo Fay Wray Stuart Irwin	94 8490 114 10284	
5/4/34	406	Manhattan Melodrama	W. S. Van Dyke	Clark Gable William Powell Myrna Loy Leo Carrillo	95 8515	
5/11/34	313	Sadie McKee	Clarence Brown	Joan Crawford Franchot Tone Esther Ralston Gene Raymond	95 8511	

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Metro-Goldwyn-Mayer 1933-34 Feature Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Dates Requested
7/27/34	X429	Paris Interlude	Edwin Marin	Robert Young Otto Kruger Madge Evans Una Merkel Ted Healy Mary Carlisle	73 6565	
8/3/34	417	The Girl From Missouri	Jack Conway	Jean Harlow Lionel Barrymore Franchot Tone Lewis Stone Patsy Kelly	73 6583	
8/10/34	538	Straight Is The Way	Paul Sloane	Franchot Tone Karen Morley Gladys George William Bakewell May Robson	60 5437	
8/17/34	403	Treasure Island	Victor Fleming	Wallace Berry Jackie Cooper Lionel Barrymore Otto Kruger Lewis Stone Dorothy Peterson "Chic" Sale	105 9433	
8/24/34	525	Hide-Out	W. S. Van Dyke	Robert Montgomery Maureen O'Sullivan Edward Arnold		
8/31/34	532	Chained	Clarence Brown	Joan Crawford Clark Gable Otto Kruger Stuart Erwin Una O'Connor		

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Metro-Goldwyn-Mayer 1934–35 Future Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director	Cast	Running Time (Minutes) Footages	Booking Dates Requested
11/2/34	535	The Merry Widow	Ernst Lubitsch	Maurice Chevalier Jeanette MacDonald Edward Everett Horton Una Merkel Minna Gombell	103 9024	
11/9/34	508	Evelyn Prentice	William K. Howard	Myrna Loy William Powell Una Merkel	80 7203	
11/16/34		No Release				
11/23/34	415	The Painted Veil	Richard Boleslavsky	Greta Garbo Herbert Marshall George Brent Warner Oland Jean Hersholt Katherine Alexander	86 7737	
11/30/34	422	Babes in Toyland	Gus Meins and Charles Rogers	Stan Laurel Oliver Hardy Charlotte Henry Felix Knight	79 7123	
12/7/34	540	A Wicked Woman	Charles Brabin	Mady Christians Jean Parker Charles Bickford Betty Furness	74 6625	
12/14/34	542	The Gay Bride	Jack Conway	Carole Lombard Chester Morris Zasu Pitts Leo Carrillo Nat Pendleton	81 7347	

9/7/34	527	Have a Heart	David Butler	Jean Parker James Dunn Una Merkel Stuart Erwin	82 7397
9/14/34	539	Death on the Diamond	Edward Sedgwick	Robert Young Madge Evans Ted Healy Nat Pendleton	72 6487
9/21/34	552	Barretts of Wimpole Street	Sidney Franklin	Norma Shearer Fredric March Charles Laughton Maureen O'Sullivan Katharine Alexander Ralph Forbes	111 10038
9/28/34	506	Outcast Lady	Robert Leonard	Constance Bennett Herbert Marshall Ralph Forbes	79 7085
10/5/34		No Release			
10/12/34	411	Student Tour	Charles F. Riesner	Jimmy Durante Charles Butterworth Maxine Doyle Phil Regan Florine McKinney	86 7710
10/19/34	419	What Every Woman Knows	Gregory La Cava	Helen Hayes Brian Aherne [illegible]	90 8104

12/21/34	541	The Band Plays On	Russell Mack	Robert Young Stuart Erwin Leo Carrillo Betty Furness Ted Healy Preston Foster	88 7033
2/28/34	408	Forsaking All Others	W. S. Van Dyke	Joan Crawford Clark Gable Robert Montgomery Billie Burke Charles Butterworth Ted Healy	84 7585
1/4/35	507	Biography of a Bachelor Girl	Edward H. Griffith	Ann Harding Robert Montgomery Edward Everett Horton Una Merkel Edward Arnold	
1/11/35	526	The Night Is Young	Dudley Murphy	Ramon Novarro Evelyn Laye Charles Butterworth Una Merkel Edward Everett Horton Donald Cook	
1/18/35	533	David Copperfield	George Cukor	W. C. Fields Lionel Barrymore Madge Evans Maureen O'Sullivan Frank Lawton Lewis Stone Elizabeth Allan Roland Young Edna Mae Oliver	

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Theatre Name ..... City ..... State .....

1/25/35	544	Society Doctor	George Seitz	Chester Morris Virginia Bruce Billie Burke Robert Taylor	68 6109
2/1/35	543	Sequoia	Chester Franklin	Jean Parker Russell Hardie	73 6540
2/8/35	523	Winning Ticket	Charles Riesner	Leo Carrillo Louise Fazenda Ted Healy Irene Hervey	70 6264
2/15/35	545	Shadow of Doubt	George Seitz	Ricardo Cortez Virginia Bruce Constance Collier Betty Furness	75 6787
2/22/35	516	After Office Hours	Robert Z. Leonard	Clark Gable Constance Bennett Harvey Stephens Stuart Erwin Billie Burke	73 6549
00/00/35	420	Vanessa: Her Love Story	William K. Howard	Helen Hayes Robert Montgomery Otto Kruger Lewis Stone May Robson	76 6859

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3/8/35	547	Times Square Lady	George Seitz	Robert Taylor Virginia Bruce Helen Twelvetrees Isabel Jewell	69 6244
3/15/35	546	The Casino Murder Case	Edward L. Marin	Paul Lukas Alison Skipworth Rosalind Russell Louise Fazenda Ted Healy Isabel Jewel Donald Cook	84 7545
3/22/35	504	West Point of the Air	Richard Rosson	Wallace Beery Maureen O'Sullivan Robert Young Lewis Stone Russell Hardie Robert Taylor	90 8139
3/29/35	537	Naughty Marietta	W. S. Van Dyke	Jeanette MacDonald Nelson Eddy Frank Morgan	106 9560
4/5/35	549	One New York Night	Jack Conway	Franchot Tone Una Merkel Conrad Nagel	71 6367
4/12/35	548	Baby Face Harrington	Raoul Walsh	Charles Butterworth Una Merkel Ruth Selwyn	63 5690

damages proximately caused by ordinary negligence in the operation of the

					State
4/19/35	418	Reckless	Victor Fleming	Jean Harlow William Powell Franchot Tone May Robson	99 8884
4/26/35	501	Mark of the Vampire	Tod Browning	Lionel Barrymore Elizabeth Allan Bela Lugosi Lionel Atwill Jean Hersholt	61 5539
5/3/35	551	Vagabond Lady	Sam Taylor	Robert Young Evelyn Venable Reginald Denny Frank Craven	73 6552
/10/35	550	Age of Indiscretion	Edward Ludwig	Paul Lukas Madge Evans May Robson Helen Vinson Ralph Forbes	80 7173
5/17/35	509	The Flame Within	Edmund Goulding	Ann Harding Herbert Marshall Maureen O'Sullivan Louis Hayward Henry Stephenson	73 6570
5/24/35	524	Murder in the Fleet	Edward Sedgwick	Jean Parker Robert Taylor Ted Healy Una Merkel Arthur Byron	71 6366
5/31/35		No Release			
6/7/35	502	Public Hero No. 1	J. Walter Ruben	Lionel Barrymore Jean Arthur Chester Morris Joseph Calleia Lewis Stone	91
6/14/35	409	No More Ladies	E. H. Griffith	Joan Crawford Robert Montgomery Franchot Tone Reginald Denny Edna Mae Oliver Charles Ruggles	82
6/21/35		No Release			
6/28/35	510	Calm Yourself	George Seitz	Madge Evans Robert Young Betty Furness Hardie Albright	
7/5/35	528	Escapade	Robert Leonard	William Powell Luise Rainer Frank Morgan Virginia Bruce Reginald Owen Mady Christians Laura Hope Crews	
7/12/35	511	Mad Love	Karl Freund	Peter Lorre Frances Drake Colin Clive Ian [illegible]	

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Metro-Goldwyn-Mayer 1934-35 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

7/19/35	612	The Murder Man	Tim Whelan	Spencer Tracy Virginia Bruce Lionel Atwill Harvey Stephens
7/26/35		No Release		
8/2/35	611	Woman Wanted	George B. Seitz	Maureen O'Sullivan Joel McCrea Lewis Stone Louis Calhern Adrienne Ames
8/9/35	614	Pursuit	Edwin L. Marin	Chester Morris Sally Eilers Henry Travers C. Henry Gordon

Metro-Goldwyn-Mayer 1935-36 Feature Release Schedule—Continued

Theatre Name			City		State	
8/30/35	625	Here Comes The Band	Paul Sloane	Ted Lewis and Band Virginia Bruce Donald Cook Spanky McFarland		57 7843
			Lucien Hubbard	Ted Healy		
9/6/35	638	Anna Karenina	Clarence Brown	Greta Garbo Frederic March Freddie Bartholomew		94 8449
			David O. Selznick	Maureen O'Sullivan		
9/13/35	613	The Bishop Misbehaves	E. A. DuPont	Edmund Gwenn Maureen O'Sullivan Norman Foster		87 7827
			Lawrence Weingarten	Dudley Digges		
9/20/35	601	Broadway Melody of 1936	Roy Del Ruth	Jack Benny Robert Taylor Eleanor Powell Una Merkel June Knight Sid Silvers The Ebsens Nick Long, Jr.		103 9227
			John W. Considine, Jr.	Rasch Ballet		
9/27/35	505	O'Shaughnessy's Boy	Richard Boleslawski	Wallace Beery Jackie Cooper Spanky McFarland		88 7911
			Philip Goldstone	Sara Haden		
10/4/35	512	I Live My Life	W. S. Van Dyke	Joan Crawford Brian Aherne Frank Morgan		99 8903
			Bernard H. Hyman	Aline MacMahon		
10/11/35	616	It's In The Air	Charles Riesner	Jack Benny Ted Healy Una Merkel		82 7340
			Harry Rapf	Nat Pendleton		
10/18/35		No Release				

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Metro-Goldwyn-Mayer 1935–36 Feature Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
7/19/35	612	The Murder Man	Tim Whelan	Spencer Tracy Virginia Bruce Lionel Atwill Harvey Stephens	71 6305	
7/26/35		No Release	Harry Rapf			
8/2/35	611	Woman Wanted	George B. Seitz	Maureen O'Sullivan Joel McCrea Lewis Stone Louis Calhern	68 6138	
8/9/35	614	Pursuit	Philip Goldstone Edwin L. Marin	Chester Morris Sally Eilers Henry Travers C. Henry Gordon	61 5527	
8/16/35	602	China Seas	Lucien Hubbard and Ned Marin Tay Garnett	Clark Gable Jean Harlow Wallace Beery Lewis Stone	89 8010	
8/23/35	520	Bonnie Scotland	Albert Lewin James W. Horne	Stan Laurel Oliver Hardy June Lang	82 7361	
8/23/35	650	Smilin' Through	Hal Roach Sidney Franklin	Norma Shearer Frederic March Leslie Howard Ralph Forbes	100 8956	

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Metro-Goldwyn-Mayer 1935-36 Feature Release Schedule

Theatre Name			City		State
10/25/35	529	Rendesvous	William K. Howard	William Powell Rosalind Russell Binnie Barnes	97 8689
			Lawrence Weingarten	Lionel Atwill	
11/1/35		No Release			
11/8/35	536	Mutiny On The Bounty	Frank Lloyd	Clark Gable Charles Laughton Franchot Tone Herbert Mundin	135 12131
			Albert Lewin	Dudley Digges	
11/15/35	544	A Night At The Opera	Sam Wood	Marx Brothers Kitty Carlisle Allan Jones Walter King	96 8655
11/22/35	615	The Perfect Gentleman	Tim Whelan	Frank Morgan Cicely Courtneidge Heather Angel	73 6583
			Harry Rapf	Richard Waring	
11/29/35	628	Ah, Wilderness	Clarence Brown	Wallace Beery Lionel Barrymore Cecilia Parker Eric Linden	99 8958
			Hunt Stromberg	Mickey Rooney	

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Metro-Goldwyn-Mayer 1935-36 Feature Release Schedule—Continued

12/6/35	619	Kind Lady	George Seitz	Aline MacMahon Basil Rathbone Mary Carlisle	78 7032	
12/13/35	513	Whipsaw	Lucien Hubbard Sam Wood	Dudley Digges Myrna Loy Spencer Tracy	83 7476	
12/20/35	617	Last of The Pagans	Harry Rapf Richard Thorpe	Harvey Stephens William Harrigan Mala	72	
12/27/35	604	A Tale of Two Cities	Philip Goldstone Jack Conway	Lotus Ronald Colman Elizabeth Allan	6456 128 11547	
1/3/36	517	Riffraff	David O. Selznick J. Walter Ruben	Edna May Oliver Basil Rathbone Jean Harlow	96	
1/10/36	618	Three Live Ghosts	Bruce Humberstone	Spencer Tracy Joseph Calleia Una Merkel Richard Arlen	8808 62	
1/17/36	621	Exclusive Story	John W. Considine, Jr. George B. Seitz	Beryl Mercer Dudley Digges Cecilia Parker Franchot Tone	5576 75	
1/24/36	620	Tough Guy	Lucien Hubbard Chester M. Franklin	Madge Evans Stuart Erwin Joseph Calleia Jackie Cooper	6789 77	
1/31/36	643	Rose Marie	Harry Rapf W. S. Van Dyke	Joseph Calleia Harvey Stephens Rin Tin Tin, Jr. Jeanette MacDonald	6930 112	
2/7/36	630	The Voice of Bugle Ann	Hunt Stromberg Richard Thorpe	Nelson Eddy James Stewart Reginald Owen Lionel Barrymore	10047 73	
			John W. Considine, Jr.	Maureen O'Sullivan Eric Linden Spring Byington	6561	

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Metro-Goldwyn-Mayer 1935-36 Feature Release Schedule

Theatre Name			City		State
2/14/36	521	The Bohemian Girl	James W. Horne Charles Rogers Hal Roach	Stan Laurel Oliver Hardy Antonio Moreno Thelma Todd	72 6489
2/21/36	622	Garden Murder Case	Edwin L. Marin Lucien Hubbard and Ned Marin	Edmund Lowe Virginia Bruce H. B. Warner Nat Pendleton	62 5553
2/28/36	606	Wife Versus Secretary	Clarence Brown Hunt Stromberg	Jean Harlow Clark Gable Myrna Loy Hobart Cavanaugh	89 8003
3/6/36	623	Three Godfathers	Richard Boleslawski Joseph Mankiewicz	Chester Morris Lewis Stone Walter Brennan Irene Hervey	82 7393
3/13/36		No Release			
3/20/36	645	Petticoat Fever	George Fitzmaurice Frank Davis	Robert Montgomery Myrna Loy Reginal Owen	81 7305
3/27/36	624	Moonlight Murder	Edwin L. Marin Lucien Hubbard and Ned Marin	Chester Morris Madge Evans Leo Carrillo	67 6072

Metro-Goldwyn-Mayer 1935-36 Feature Release Schedule—Continued

Theatre Name			City		State	
4/3/36	651	The Unguarded Hour	Sam Wood	Loretta Young Franchot Tone Roland Young		87 7942
			Lawrence Weingarten	Lewis Stone		
4/10/36	607	Small Town Girl	William Wellman	Janet Gaynor Robert Taylor		107 9659
			Hunt Stromberg	Lewis Stone		
4/17/36	608	Robin Hood of El Dorado	William Wellman	Warner Baxter Ann Loring Bruce Cabot		86 7779
			John W. Considine, Jr.	Margo		
4/24/36	609	Absolute Quiet	George B. Seitz	Lionel Atwill Irene Hervey Ann Loring		71 6369
			John W. Considine, Jr.	Stuart Erwin		
5/1/36		No Release				
5/8/36	652	Speed	Edwin L. Marin	James Stewart Wendy Barrie Una Merkel		72 6464
			Lucien Hubbard	Ralph Morgan		
5/15/36	653	The Three Wise Guys	George Seitz	Robert Young Betty Furness		75 6768
			Harry Rapf	Bruce Cabot		
5/22/36		No Release				
5/29/36	646	Trouble For Two	J. Walter Rubin	Robert Montgomery Rosalind Russell		75 6790
			Louis D. Lighton	Frank Morgan		
6/5/36	610	Fury	Frits Lang	Spencer Tracy Sylvia Sidney		94 8447
			Joseph Mankiewicz	Walter Abel		
6/12/36		No Release				
6/19/36		No Release				

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Metro-Goldwyn-Mayer 1936-37 Feature Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footage	Booking Dates Requested
7/31/36	701	Women Are Trouble	Errol Taggart Lucien Hubbard Michael Fessier	Stuart Erwin Paul Kelly Florence Rice	50 5335	
8/7/36	657	His Brother's Wife	W. S. Van Dyke	Barbara Stanwyck Robert Taylor Joseph Calleia	90 8143	
			Lawrence Weingarten	Jean Hersholt		
8/14/36	655	Piccadilly Jim	Robert Z. Leonard	Robert Montgomery Madge Evans Frank Morgan	97 8709	
			Harry Rapf	Billie Burke		
8/21/36	702	Kelly The Second	Gus Meins	Patsy Kelly Charley Chase Pert Kelton	71 6419	
			Hal Roach	Guinn Williams		
8/28/36	633	The Gorgeous Hussy	Clarence Brown	Joan Crawford Franchot Tone Robert Taylor	105 9443	
			Joseph Mankiewicz	Lionel Barrymore		
9/4/36	700	The Great Ziegfeld	Robert Z. Leonard	William Powell Myrna Loy Luise Rainer	179 16,128	
			Hunt Stromberg	Frank Morgan Virginia Bruce		

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Metro-Goldwyn-Mayer 1936-37 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

11/20/36	654	Love On The Run	W. S. Van Dyke	Clark Cable Joan Crawford Franchot Tone	80 7217
			Joseph Mankiewics	Reginald Owen	
11/20/36	706	April Romance	Paul L. Stein	Richard Tauber Jane Baxter	82 7350
11/27/36	709	Born To Dance	Roy Del Ruth	Eleanor Powell James Stewart Virginia Bruce Una Merkel Sid Silvers	105 9486
			Jack Cummings	Buddy Ebsen	
12/4/36		No Release			

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Metro-Goldwyn-Mayer 1936-37 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
12/11/36	714	General Spanky	Gordon Douglas Fred Newmeyer Hal Roach	"Spanky" McFarland Our Gang Irving Pichel Rodina Lawrence	71 6421	
12/18/36	712	Sinner Take All	Errol Taggert Lucien Hubbard Samuel Marx	Bruce Cabot Margaret Lindsay Joseph Calleia	76 6634	
12/25/36	713	After The Thin Man	W. S. Van Dyke II Hunt Stromberg	William Powell Myrna Loy Elissa Landi James Stewart Joseph Calleia	113 10,175	
1/1/37	639	Camille	George Cukor Irving Thalberg	Greta Garbo Robert Taylor Lionel Barrymore	110 9887	
1/8/37	715	Under Cover Of Night	George Seitz Lucien Hubbard Ned Marin	Edmund Lowe Florence Rice	71 6413	

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9/11/36	703	Sworn Enemy	Edwin L. Marin	Robert Young Florence Rice	74 6602	
			Lucien Hubbard	Joseph Calleia		
9/18/36	656	The Devil Is A Sissy	W. S. Van Dyke	Freddie Bartholomew Jackie Cooper Mickey Rooney	92 8323	
			Frank Davis and Bernard Hyman	Mary Doran Katherine Alexander		
9/25/36	629	Old Hutch	J. Walter Ruben	Wallace Beery Cecilia Parker Eric Linden	80 7227	
			Harry Rapf	Elizabeth Patterson		
10/2/36	704	The Longest Night	Errol Taggart	Robert Young	51	
			Lucien Hubbard- Samuel Marx	Florence Rice Ted Healy	4587	
10/9/36	648	Libeled Lady	Jack Conway	Jean Harlow William Powell Myrna Loy	98 8829	
			Lawrence Weingarten	Spencer Tracy		
10/16/36	705	All American Chump	Edwin L. Marin	Stuart Erwin	63	
			Lucien Hubbard- Michael Fessier	Robert Armstrong Betty Furness	5684	
10/23/36	707	Mr. Cinderella	Edward Sedgwick	Jack Haley Betty Furness	76 6860	
			Hal Roach	Arthur Treacher		
10/30/36	710	Our Relations	Harry Lachman Hal Roach	Stan Laurel Oliver Hardy	74 6620	
11/6/36	711	Tarzan Escapes	Richard Thorpe Philip Goldstone	Johnny Weissmuller Maureen O'Sullivan	89 8039	
11/13/36	708	Mad Holiday	George Seitz	Edmund Lowe Elissa Landi Zasu Pitts Edmund Gwenn	71 6419	
			Harry Rapf	Ted Healy		

6/26/36	636	San Francisco	W. S. Van Dyke	Clark Gable	117
				Jeanette MacDonald	10549
			John Emerson & Bernard Hyman	Spencer Tracy Jack Holt	
7/3/36	626	We Went To College	Joseph Santley	Walter Abel	69
				Una Merkel	6287
			Harry Rapf	Charles Butterworth	
7/10/36	631	The Devil Doll	Tod Browning	Lionel Barrymore	79
				Maureen O'Sullivan	7155
				Frank Lawton	
7/17/36		No Release			
7/24/36	518	Suzy	George Fitzmaurice	Jean Harlow	93
				Franchot Tone	8385
				Cary Grant	
			Maurice Revnes	Lewis Stone	

Metro-Goldwyn-Mayer 1936-37 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

1/15/37		No Release			
1/22/37	718	Dangerous Number	Richard Thorpe	Robert Young Ann Sothern	71
			Lou Ostrow	Reginald Owen	6366
1/29/37	716	Man of The People	Edwin L. Marin Lucien Hubbard	Joseph Calleia Florence Rice	81 7303
2/5/37	721	Mama Steps Out	George B. Seitz	Alice Brady	65
			John Emerson	Guy Kibbee Betty Furness	5864
2/12/37		No Release			
2/19/37	719	The Last of Mrs. Cheyney	Richard Boleslawski	Joan Crawford William Powell	98 8833
			Lawrence Weingarten	Robert Montgomery	
2/26/37	723	Espionage	Kurt Neumann	Edmund Lowe	66⅔
			Harry Rapf	Madge Evans Paul Lukas	5964
3/5/37		No Release			
3/12/37		No Release			
3/19/37	632	A Family Affair	George B. Seitz Lucien Hubbard	Lionel Barrymore Spring Byington	69 6202
			Samuel Marx	Cecilia Parker	
3/26/37	720	Maytime	Robert Z. Leonard	Jeannette MacDonald	131
			Hunt Stromberg	Nelson Eddy John Barrymore	11,826

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Metro-Goldwyn-Mayer 1936–37 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
4/30/37	727	Night Must Fall	Richard Thorpe Hunt Stromberg	Robert Montgomery Rosalind Russell	117 10,451	
5/7/37	732	The Thirteenth Chair	George Seitz	Madge Evans Ralph Forbes Elissa Landi	66 5985	
	150	Trader Horn (Re-issue)	J. J. Cohn W. S. Van Dyke II	Harry Carey Edwina Booth Duncan Renaldo	120 10,794	
5/14/37	731	They Gave Him A Gun	W. S. Van Dyke II Harry Rapf	Spencer Tracy Gladys George Franchot Tone	94 8482	
5/21/37	735	Pick A Star	Edward Sedgwick Hal Roach	Patsy Kelly Lyda Roberti Jack Haley	70 6252	
5/28/37		No Release				
6/4/37	722	Parnell	John M. Stahl	Clark Gable Myrna Loy Edna May Oliver	118 10,613	
	202	Hell Divers (Re-issue)	George Hill	Wallace Beery Clark Gable Conrad Nagel Dorothy Jordan	109 9810	
6/11/37	730	A Day At The Races	Sam Wood	Marx Brothers Maureen O'Sullivan Allan Jones	109 9818	
6/18/37	736	Married Before Breakfast	[illegible]			

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Metro-Goldwyn-Mayer 1937-38 Feature Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
9/3/37	801	Big City	Frank Borzage	Luise Rainer Spencer Tracy	80	
			Norman Krasna	Janet Beecher	7193	
9/10/37	802	The Women Men Marry	Errol Taggart	George Murphy Josephine Hutchinson Claire Dodd	61 5467	
			Michael Fessier	Sidney Blackmer		
9/17/37	803	My Dear Miss Aldrich	George B. Seitz	Edna May Oliver Maureen O'Sullivan Rita Johnson Walter Pidgeon	73 6612	
9/24/37		No Release				
10/1/37	806	Madame X	Sam [illegible]od	Gladys George Warren William John Beal Reginald Owen	71½ 6441	
			J. K. McGuinness	Henry Daniell		
10/8/37	804	The Bride Wore Red	Dorothy Arzner	Joan Crawford Franchot Tone Robert Young Billie Burke	103 9270	
			Joseph L. Mankiewicz	Reginald Owen		

Metro-Goldwyn-Mayer 1937-38 Feature Release Schedule—Continued

Theatre Name			City		State
12/10/37	815	You're Only Young Once	George Seitz	Lewis Stone Mickey Rooney Cecilia Parker Ann Rutherford	77 6941
			Harry Rapf		
12/17/37		No Release			
12/24/37	816	Rosalie	W. S. Van Dyke II	Eleanor Powell Nelson Eddy Ray Bolger Frank Morgan Edna May Oliver	124 11,130
			William A. McGuire	Reginald Owen	
12/31/37	812	Bad Man of Brimstone	J. Walter Ruben	Wallace Beery Virginia Bruce Dennis O'Keefe Joseph Calleia	89 8010
			Harry Rapf	Bruce Cabot	
1/7/38	817	Man-Proof	Richard Thorpe	Myrna Loy Rosalind Russell Franchot Tone	74½ 6709
			Louis D. Lighton	Walter Pidgeon	
1/14/38	821	Love Is A Headache	Richard Thorpe	Gladys George Franchot Tone Mickey Rooney	
			Frederick Stephani	Ted Healy	

6/18/37	736	Married Before Breakfast	Edwin L. Marin Sam Zimbalist	Robert Young Florence Rice Barnett Parker	70½ 6347
7/25/37	717	Captains Courageous	Victor Fleming Louis D. Lighton	Freddie Bartholomew Spencer Tracy Lionel Barrymore	116 10,486
7/2/37	733	The Emperor's Candlesticks	George Fitzmaurice	Luise Rainer William Powell Robert Young	89 8017
	406	Manhattan Melodrama (Re-issue)	John W. Considine W. S. Van Dyke II David O. Selznick	Maureen O'Sullivan Clark Gable William Powell Myrna Loy	90 8117
7/9/37	737	Between Two Women	George Seitz	Franchot Tone Maureen O'Sullivan Virginia Bruce	88½ 7976
7/16/37	738	Topper	Norman McLeod Hal Roach	Roland Young Constance Bennett Cary Grant	97 8745
7/23/37	742	Saratoga	Jack Conway Bernard Hyman	Clark Gable Jean Harlow Lionel Barrymore	92 8283
7/30/37	740	London By Night	William Thiele Sam Zimbalist	Rita Johnson Leo Carroll George Murphy	69 6203
8/6/37	741	The Good Earth	Sidney Franklin	Pau Muni Luise Rainer Walter Connolly	138 12,404
8/13/37	537	Naughty Marietta (Re-issue)	W. S. Van Dyke II Hunt Stromberg	Jeanette MacDonald Nelson Eddy Frank Morgan	105 9461
8/20/37	739	Broadway Melody of 1938	Roy Del Ruth Jack Cummings	Robert Taylor Eleanor Powell Sophie Tucker George Murphy	110
8/27/37	743	Bad Guy	Edward Cahn Tom Reed	Bruce Cabot Virginia Grey Edward Norris	69

10/15/37	807	Double Wedding	Richard Thorpe	William Powell Myrna Loy Florence Rice	87 7813
			Joseph L. Mankiewicz	John Beal	
10/22/37	808	Live, Love and Learn	George Fitzmaurice	Robert Montgomery Rosalind Russell Helen Vinson Robert Benchley	78 7038
			Harry Rapf	Mickey Rooney	
10/29/37	805	Conquest	Clarence Brown	Greta Garbo Charles Boyer Reginald Owen	111¼ 10041
			Bernard H. Hyman	Alan Marshal	
11/5/37	809	The Firefly	Robert Z. Leonard	Jeanette MacDonald Allan Jones	131
			Hunt Stromberg	Warren William	11767
11/12/37	810	The Last Gangster	Edward Ludwig	Edward G. Robinson James Stewart Rose Stradner Lionel Stander	81 7299
			Lou Ostrow	Sidney Blackmer	
11/19/37	811	Navy Blue and Gold	Sam Wood	Robert Young James Stewart Lionel Barrymore Florence Rice	94 8437
			Sam Zimbalist	Billie Burke	
11/26/37	813	Thoroughbreds Don't Cry	Alfred E. Green	Mickey Rooney Judy Garland Sophie Tucker	80 7171
			Harry Rapf	Ronald Sinclair	
12/3/37	814	Beg, Borrow or Steal	William Thiele	Frank Morgan John Beal Florence Rice	78 6449
			Frederick Stephani	Janet Beecher	

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Metro-Goldwyn-Mayer 1937–38 Feature Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
1/21/38	820	Mannequin	Frank Borzage	Joan Crawford Spencer Tracy Alan Curtis Ralph Morgan	94½ 8517	
			Joseph L. Mankiewicz	Mary Phillips		
1/28/38	818	Paradise For Three	Eddie Buzzell	Robert Young Frank Morgan Florence Rice Reginald Owen Edna May Oliver	78 7026	
			Sam Zimbalist	Mary Astor		
2/4/38	819	Everybody Sing	Edwin L. Marin	Allan Jones Judy Garland Fanny Brice Reginald Owen	91 8188	
			Harry Rapf	Lynne Carver Billie Burke		
Lincoln's Birthday 2/11/38	822	Of Human Hearts	Clarence Brown	Walter Huston James Stewart	103 9296	
			John W. Considine	Beulah Bondi		

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Metro-Goldwyn-Mayer 1936-37 Feature Release Schedule—Continued

Theatre Name			City		State
	725	Personal Property	W. S. Van Dyke II	Jean Harlow Robert Taylor	84 7524
			John W. Considine	Reginald Owen	
4/2/37	724	Song Of The City	Errol Taggart	Margaret Lindsay	68
			Lucien Hubbard & Michael Fessier	Edward Norris Nat Pendleton	6145
4/9/37		No Release			
4/16/37	726	Romeo and Juliet	George Cukor	Norma Shearer Leslie Howard John Barrymore	126½ 11,387
	734	Way Out West	James W. Horne	Stan Laurel Oliver Hardy	64 5792
			Hal Roach	Rosina Lawrence	
4/23/37	728	Good Old Soak	J. Walter Ruben	Wallace Beery Janet Beecher	76 6855
			Harry Rapf	Betty Furness	
	729	Nobody's Baby	Gus Meins	Patsy Kelly	66

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Metro-Goldwyn-Mayer 1937-38 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

Washington's Birthday					
2/18/38	823	A Yank At Oxford	Jack Conway	Robert Taylor Lionel Barrymore Maureen O'Sullivan Vivien Leigh	102 9192
			Michael Balcon	Edmund Gwenn	
2/25/38	824	Arsene Lupin Returns	George Fitzmaurice	Melvyn Douglas Virginia Bruce	80½ 7256
			John W. Considine	Warren William	
3/4/38 R	825	Merrily We Live	Norman Z. McLeod	Constance Bennett Brian Aherne Billie Burke Alan Mowbray	95 8546
			Milton H. Bren	Patsy Kelly	
3/11/38	826	The First Hundred Years	Richard Thorpe	Robert Montgomery Virginia Bruce Warren William	73 6607
			Norman Krasna	Alan Dinehart	
3/18/38	827	Girl of the Golden West	Robert Z. Leonard	Jeanette MacDonald Nelson Eddy Walter Pidgeon	121 10861
			William A. McGuire	Leo Carrillo	
3/25/38	828	Judge Hardy's Children	George B. Seitz	Lewis Stone Mickey Rooney Cecilia Parker Fay Holden	77 6955
4/1/38		No Release			
4/8/38		No Release			
Easter Week					
4/15/38		No Release			
4/22/38	831	Test Pilot	Victor Fleming	Clark Gable Myrna Loy Spencer Tracy	119 10702
			Louis D. Lighton	Lionel Barrymore	

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Metro-Goldwyn-Mayer 1937–38 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
6/3/38	832	Three Comrades	Frank Borzage	Robert Taylor Margaret Sullavan Franchot Tone Robert Young	98 8850	
			Joseph L. Mankiewicz	Lionel Atwill		
6/10/38	836	The Toy Wife	Richard Thorpe	Luise Rainer Melvyn Douglas Robert Young Barbara O'Neil	95 8577	
			Merian C. Cooper	H. B. Warner	8577	
6/17/38	838	Woman Against Woman	Robert Sinclair	Virginia Bruce Herbert Marshall Mary Astor	61 5485	
			Edward Chodorov	Janet Beecher		
	403	Treasure Island (Re-issue)	Victor Fleming	Wallace Beery Jackie Cooper Lionel Barrymore Lewis Stone Otto Kruger	105 9433	

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Metro-Goldwyn-Mayer 1937-38 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

7/29/38	842	The Chaser	Edwin L. Marin	Dennis O'Keefe Ann Morriss Lewis Stone	75½ 6797
			Frank Davis	Nat Pendleton	
8/5/38	840	The Crowd Roars	Richard Thorpe	Robert Taylor Maureen O'Sullivan Frank Morgan Edward Arnold	90 8105
			Sam Zimbalist	Nat Pendleton	
8/12/38	843	Rich Man, Poor Girl	Reinhold Schunzel	Robert Young Lew Ayres Ruth Hussey Lana Turner Rita Johnson	
			Edward Chodorov	Guy Kibbee	
8/19/38	844	Block-Heads	John Blystone	Stan Laurel Oliver Hardy Patricia Ellis Minna Gombell	
			Hal Roach	Billy Gilbert	
8/26/38	845	Marie Antoinette	W. S. Van Dyke II	Norma Shearer Tyrone Power Robert Morley John Barrymore Anita Louise Joseph Schildkraut	
			Hunt Stromberg	Gladys George	

Metro-Goldwyn-Mayer 1938-39 Feature Release Schedule—Continued

Theatre Name			City		State
10/21/38	904	Listen, Darling	Edwin L. Marin	Judy Garland Freddie Bartholomew Walter Pidgeon	75
			Jack Cummings	Mary Astor	6726
10/28/38	909	The Citadel	King Vidor	Robert Donat	113
			Victor Saville	Rosalind Russell	10,140
Election Day 11/4/38	908	The Great Waltz	Julien Duvivier	Luise Rainer Fernand Gravet Miliza Korjus	103 9309
11/11/38	911	Spring Madness	S. Sylvan Simon	Maureen O'Sullivan	67
			Edward Chodorov	Lew Ayres	6647
Thanksgiving 11/18/38	912	The Shining Hour	Frank Borzage	Joan Crawford Margaret Sullavan Robert Young	76 6880
			Joseph Mankiewicz	Melvyn Douglas	
11/25/38	913	Out West With The Hardy's	George Seitz	Mickey Rooney Lewis Stone Cecilia Parker Fay Holden	84 7550
12/2/38	914	Flirting With Fate	Frank MacDonald	Joe E. Brown Leo Carrillo Steffi Duna	69 6251
			David Loew	Beverly Roberts	
12/9/38	915	Dramatic School	Robert Sinclair	Luise Rainer Alan Marshal	80 7201
			Mervyn LeRoy	Paulette Goddard	

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Metro-Goldwyn-Mayer 1938-39 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
2/3/39	922	Honolulu	Edward Bussell Jack Cummings	Eleanor Powell Robert Young George Burns	Gracie Allen Rita Johnson Clarence Kolb	83 7510	
Lincoln's Birthday 2/10/39	923	The Adventures of Huckleberry Finn	Richard Thorpe Joseph L. Mankiewics	Mickey Rooney Walter Connoly William Frawley Rex Ingram	Lynne Carver Jo Ann Sayers Minor Watson Elizabeth Risdon	91 8173	
Washington's Birthday 2/17/39	924	Fast and Loose	Edwin Marin Frederick Stephani	Robert Montgomery Rosalind Russell Reginald Owen Ralph Morgan	Alan Dinehart Jo Ann Sayers Sidney Blackmer Joan Marsh	79 7150	
2/24/39	926	Let Freedom Ring	Jack Conway Harry Rapf	Nelson Eddy Virginia Bruce Victor McLaglen Lionel Barrymore	Edward Arnold Charles Butterworth Guy Kibbee H. B. Warner	87 7811	

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Metro-Goldwyn-Mayer 1938-39 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
Labor Day						
9/2/38	901	Three Loves Has Nancy	Richard Thorpe Norman Krasna	Robert Montgomery Janet Gaynor Franchot Tone	69½ 6251	
9/9/38	902	Boys Town	Norman Taurog John W. Considine, Jr.	Spencer Tracy Mickey Rooney	92½ 8333	
9/16/38	903	Too Hot To Handle	Jack Conway Lawrence Weingarten	Clark Gable Myrna Loy	106½ 9586	
Jewish New Year 9/23/38		No Release				
Yom Kippur 9/30/38	905	Vacation From Love	George Fitzmaurice Orville O. Dull	Dennis O'Keefe Florence Rice Reginald Owen	66 5923	
Columbus Day 10/7/38	906	Stablemates	Sam Wood Harry Rapf	Wallace Beery Mickey Rooney	89 8042	
10/14/38	907	Young Dr. Kildare	Harold Bucquet	Lew Ayres Lionel Barrymore	81½ 7344	

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3/3/39	980	Pygmalion	Anthony Asquith Leslie Howard	Leslie Howard Wendy Hiller Wilfrid Lawson Marie Lohr	Scott Sunderland David Tree Jean Cadell Esme Percy	87 7803
3/10/39	925	The Ice Follies of 1936	Gabriel Pascal Reinhold Schunzel	Joan Crawford James Stewart Lew Ayres	Lewis Stone Lionel Stander Bess Ehrhardt	82 7374
3/17/39	928	Within The Law	Harry Rapf Gustav Machaty	Ruth Hussey Tom Neal Paul Kelly William Gargan Paul Cavanagh	Rita Johnson Samuel Hinds Lynne Carver Sidney Blackmer Jo Ann Sayers	65 5874
3/24/39	927	Sergeant Madden	Josef von Sternberg J. Walter Ruben	Wallace Beery Tom Brown Alan Curtis	Laraine Day Fay Holden Marc Lawrence	80 7222
3/31/39	930	Society Lawyer	Edwin L. Marin	Walter Pidgeon Virginia Bruce Leo Carrillo	Lee Bowman Frances Mercer Eduardo Ciannelli	77 6970
Easter Week 4/7/39	931	Broadway Serenade	John W. Considine Robert Z. Leonard	Jeanette MacDonald Lew Ayres Ian Hunter Frank Morgan Wally Vernon	Virginia Grey Rita Johnson William Gargan Al Shean Katharine Alexander	113 10203
	636	San Francisco (Re-issue)	Robert Z. Leonard W. S. Van Dyke II	Clark Gable Jeanette MacDonald Spencer Tracy	Jack Holt Jessie Ralph Shirley Ross	117 10649
4/14/39	929	The Kid From Texas	John Emerson and Bernard Hyman S. Sylvan Simon Edgar Selwyn	Dennis O'Keefe Florence Rice Anthony Allan	Jessie Ralph Buddy Ebsen Virginia Dale	71 6381

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6/24/38	837	Lord Jeff	Sam Wood	Freddie Bartholomew	85
			Frank Davis	Mickey Rooney	7669
				Terry Kilburn	
Independence Day					
7/1/38	829	Port of Seven Seas	James Whale	Wallace Beery	81
				Maureen O'Sullivan	7281
				Frank Morgan	
			Henry Henigson	John Beal	
7/8/38	839	Fast Company	Eddie Buzzell	Melvyn Douglas	74½
				Florence Rice	6706
				Mary Howard	
				Nat Pendleton	
			Frederick Stephani	Claire Dodd	
7/15/38	835	The Shopworn Angel	H. C. Potter	Margaret Sullavan	85
				James Stewart	7633
				Walter Pidgeon	
			Joseph L. Mankiewicz	Nat Pendleton	
7/22/38	841	Love Finds Andy Hardy	George B. Seitz	Mickey Rooney	91
				Judy Garland	8199
				Lewis Stone	
				Fay Holden	
				Cecilia Parker	
				Ann Rutherford	
	533	David Copperfield (Re-Issue)	George Cukor	Freddie Bartholomew	133
				W. C. Fields	11,951
				Edna May Oliver	

12/16/38	917	A Christmas Carol	Edwin L. Marin	Reginald Owen Terry Kilburn	69 6214
			Joseph Mankiewicz	Gene Lockhart	
Christmas					
12/23/38	916	The Girl Downstairs	Norman Taurog	Franciska Gaal Franchot Tone Walter Connolly	77 6913
			Harry Rapf	Rita Johnson	
New Year					
12/30/38	910'	Sweethearts	W. S. Van Dyke II	Jeanette MacDonald Nelson Eddy	114 10,274
			Hunt Stromberg	Frank Morgan	
1/6/39	918	Stand Up and Fight	W. S. Van Dyke	Wallace Beery Robert Taylor	97 8718
			Mervyn LeRoy	Florence Rice	
1/13/39	919	Burn 'Em Up O'Connor	Edward Sedgwick Harry Rapf	Dennis O'Keefe Cecilia Parker	70 6294
1/20/39		No Release			
	920	Idiot's Delight	Clarence Brown	Norma Shearer Clark Gable Edward Arnold Joseph Schildkraut	104 9363
			Hunt Stromberg	Laura Hope Crews	
1/27/39	921	Four Girls in White	S. Sylvan Simon	Alan Marshal Florence Rice	73 6608

4/29/38		No Release				
5/6/38		No Release				
5/13/38	833	Hold That Kiss	Edwin L. Marin	Maureen O'Sullivan Dennis O'Keefe Mickey Rooney	79 7139	
5/20/38	830	Swiss Miss	John W. Considine John Blystone	Fay Holden Stan Laurel Oliver Hardy Della Lind	73 6587	
Memorial Day			Hal Roach	Walter Woolf King		
5/27/38	834	Yellow Jack	George B. Seitz	Robert Montgomery Virginia Bruce Lewis Stone Henry Hull	83 7445	
			Jack Cummings	Andy Devine		

Metro-Goldwyn-Mayer 1938-39 Feature Release Schedule—Continued

Theatre Name			City		State	
4/21/39	934	The Hardy's Ride High	George B. Seitz	Lewis Stone Mickey Rooney Cecilia Parker Fay Holden Ann Rutherford	Sara Haden Virginia Grey Minor Watson Halliwell Hobbes John King	81 7263
4/28/39	932	Calling Dr. Kildare	Harold S. Bucquet	Lew Ayres Lionel Barrymore Laraine Day Nat Pendleton	Lana Turner Samuel Hinds Lynne Carver Emma Dunn	86 7763
5/5/39	933	Lucky Night	Norman Taurog	Myrna Loy Robert Taylor	Henry O'Neill Douglas Fowley	82 7365
			Louis D. Lighton	Joseph Allen	Bernard Nedell	
	536	Mutiny on the Bounty (Re-issue)	Frank Lloyd	Clark Gable Charles Laughton	Herbert Mundin Dudley Digges	135 12,131
			Albert Lewin	Franchot Tone		
5/12/39	935	Tell No Tales	Leslie Fenton	Melvyn Douglas Louise Platt Gene Lockhart	Florence George Halliwell Hobbes Zeffie Tilbury	69 6223
			Edward Chodorov	Douglas Dumbrille	Tom Collins	
5/19/39	936	It's A Wonderful World	W. S. VanDyke	Claudette Colbert James Stewart Guy Kibbee	Frances Drake Edgar Kennedy Ernest Truex	86 7722
			Frank Davis	Nat Pendleton	Sidney Blackmer	
Memorial Day						
5/26/39	937	Bridal Suite	William Thiele	Annabella Robert Young Walter Connolly	Gene Lockhart Arthur Treacher Billie Burke	69½ 6263
			Edgar Selwyn	Reginald Owen	Virginia Field	
6/2/39	201	The Champ (Re-issue)	King Vidor	Wallace Beery Jackie Cooper	Irene Rich Rosco Ates	86 7779

Metro-Goldwyn-Mayer 1938-39 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

	943	Rose Marie (Re-issue)	W. S. Van Dyke II	Jeanette MacDonald Nelson Eddy James Stewart	Reginald Owen Allan Jones Alan Mowbray	112 10047
7/14/39	943	They All Come Out	Jacques Tourneur Jack Chertok	Rita Johnson Tom Neal Benard Nedell	John Gallaudet Edward Gargan Addison Richards	69½ 6269
7/21/39	944	Andy Hardy Gets Spring Fever	W. S. Van Dyke II	Lewis Stone Mickey Rooney Cecilia Parker Fay Holden	Ann Rutherford Sara Haden Helen Gilbert Terry Kilburn	85 7681
7/28/39	945	Goodbye, Mr. Chips	Sam Wood Victor Saville	Robert Donat Greer Garson Terry Kilburn	John Mills Paul von Hernried Judith Furse	113 10257
8/4/39	946	Miracles For Sale	Tod Browning	Robert Young Florence Rice Frank Craven	Henry Hull Lee Bowman Cliff Clark	
8/11/39	947	Lady of the Tropics	Jack Conway Sam Zimbalist	Robert Taylor Hedy Lamarr Joseph Schildkraut	Gloria Franklin Ernest Cossart Mary Taylor	
8/18/39	948	These Glamour Girls	S. Sylvan Simon Sam Zimbalist	Lew Ayres Lana Turner Tom Brown Richard Carlson	Jane Bryan Anita Louise Marsha Hunt Ann Rutherford	
8/25/39	949	The Wizard of Oz (Technicolor)	Victor Fleming Mervyn LeRoy	Judy Garland Frank Morgan Ray Bolger Bert Lahr	Jack Haley Billie Burke Margaret Hamilton Charley Grapewin	

Metro-Goldwyn-Mayer 1939-40 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

Columbus Day 10/6/39	6	Fast and Furious	Busby Berkeley	Franchot Tone Ann Sothern Ruth Hussey	Allyn Joslyn John Miljan Bernard Nedell	73 6581
			Frederick Stephani	Lee Bowman	Mary Beth Hughes	
10/13/39	9	Babes In Arms	Busby Berkeley	Mickey Rooney Judy Garland Charles Winninger Guy Kibbee	Grace Hayes Betty Jaynes Douglas McPhail Rand Brooks	97 8704
			Arthur Freed	June Preisser	Leni Lynn	
10/20/39	8	Marx Bros. "At The Circus"	Edward Buzzell	Groucho Marx Chico Marx Harpo Marx	Florence Rice Nat Pendleton Margaret Dumont	87 7810
			Mervyn LeRoy	Kenny Baker	Fritz Feld	
10/27/39	10	Bad Little Angel	William Thiele	Virginia Weidler Gene Reynolds Elizabeth Patterson	Henry Hull Lois Wilson Reginald Owen	72 6472
			Albert Levoy	Ian Hunter	Guy Kibbee	
11/3/39	7	Ninotchka	Ernst Lubitsch	Greta Garbo Melvyn Douglas Ina Claire Bela Lugosi	Sig Rumann Felix Bressart Alexander Granach Gregory Gaye	110 9931
11/10/39	11	Remember?	Norman Z. McLeod	Robert Taylor Greer Garson Lew Ayres Billie Burke	George Barbier Henry Travers Richard Carle Laura Hope Crews	83 7497
			Milton Bren	Reginald Owen	Sara Haden	
Thanksgiving 11/17/39	13	Another Thin Man	W. S. Van Dyke II	William Powell Myrna Loy C. Aubrey Smith Nat Pendleton	Ruth Hussey Muriel Hutchison Tom Neal Virginia Grey	102 9220
			Hunt Stromberg	William Poulsen	Asta	

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Metro-Goldwyn-Mayer 1938–39 Feature Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
6/9/39	938	6000 Enemies	George B. Seitz	Walter Pidgeon Rita Johnson Paul Kelly	Harold Huber Grant Mitchell Tom Neal	62 5562	
			Lucien Hubbard	Nat Pendleton	John Arledge		
6/16/39	939	Tarzan Finds A Son!	Richard Thorpe	Johnny Weissmuller Maureen O'Sullvan John Sheffield	Henry Stephenson Frieda Inescort Henry Wilcoxon	82 7383	
			Sam Zimbalist	Ian Hunter	Laraine Day		
6/23/39	940	Maisie	Edwin L. Marin	Robert Young Ann Sothern Ruth Hussey	Cliff Edwards Anthony Allan Minor Watson	74½ 6706	
			J. Walter Ruben	Ian Hunter	Richard Carle		
Independence Day							
6/30/39	941	Stronger Than Desire	Leslie Fenton	Walter Pidgeon Virginia Bruce Lee Bowman	Ilka Chase Rita Johnson Richard Lane	82 7401	
			John Considine Jr.	Ann Dvorak	Ann Todd		
7/7/39	942	On Borrowed Time	Harold Bucquet	Lionel Barrymore Sir C. Hardwicke Beulah Bondi Una Merkel	Bobs Watson Nat Pendleton Henry Travers Grant Mitchell Ely Malyon	98½ 8877	
			Sidney Franklin				

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Metro-Goldwyn-Mayer 1939-40 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
Labor Day 9/1/39	1	The Women	George Cukor	Norma Shearer Joan Crawford Rosalind Russell Paulette Goddard Phyllis Povah Joan Fontaine Virginia Weidler	134 12067	
			Hunt Stromberg Mary Boland			
Jewish New Year 9/8/39	5	Blackmail	H. C. Potter	Edward G. Robinson Ruth Hussey Gene Lockhart Bobs Watson Guinn Williams John Wray	81 7275	
			John Considine Jr.			
9/15/39	4	Thunder Afloat	George B. Seitz	Wallace Beery Chester Morris Virginia Grey Douglas Dumbrille Carl Esmond Clem Bevans John Qualen Regis Toomey	95 8542	
			J. Walter Ruben			
Yom Kippur 9/22/39		No Release				
9/29/39	3	Dancing Co-Ed	S. Sylvan Simon	Lana Turner Richard Carlson Artie Shaw Ann Rutherford Lee Bowman Thurston Hall Leon Errol Roscoe Karns	84 7573	
			Edgar Selwyn			

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Thanksgiving 11/24/39	12	The Secret of Dr. Kildare	Harold S. Bucquet	Lew Ayres Lionel Barrymore Lionel Atwill Helen Gilbert Nat Pendleton	Laraine Day Sara Haden Samuel S. Hinds Emma Dunn Walter Kingsford	85 7650
12/1/39	14	Joe and Ethel Turp Call On The President	Robert B. Sinclair Edgar Selwyn	Ann Sothern Lewis Stone Walter Brennan	William Gargan Marsha Hunt Tom Neal	70 6312
12/8/39	2	Henry Goes Arizona	Edwin L. Marin	Frank Morgan Virginia Weidler Guy Kibbee	Slim Summerville Douglas Fowley Owen Davis Jr.	66 5970
12/15/39	15	Nick Carter, Master Detective	Jacques Tourneur Lucien Hubbard	Walter Pidgeon Rita Johnson Henry Hull Stanley C. Ridges	Donald Meek Addison Richards Henry Victor Sterling Holloway	59 5338
Christmas 12/22/39	16	Judge Hardy and Son	George B. Seitz	Lewis Stone Mickey Rooney Cecilia Parker Fay Holden Sara Haden Ann Rutherford	June Preisser Maria Ouspenskaya Henry Hull Martha O'Driscoll Leona Maricle Margaret Early	90 8062
New Year's 12/29/39	17	Balalaika	Reinhold Schunzel Lawrence Weingarten	Nelson Eddy Ilona Massey Charlie Ruggles Frank Morgan Lionel Atwill	C. Aubrey Smith Joyce Compton Dalies Frants Walter Woolf King Phillip Terry	102 9175

Metro-Goldwyn-Mayer 1939-40 Feature Release Schedule

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Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director / Producer	Cast		Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
1/5/40	18	The Earl of Chicago	Richard Thorpe	Robert Montgomery	E. E. Clive	87	
				Edward Arnold	Ronald Sinclair	7827	
				Reginald Owen	Norma Varden		
			Victor Saville	Edmund Gwenn	Halliwell Hobbes		
1/12/40	20	The Shop Around the Corner	Ernst Lubitsch	Margaret Sullavan	Sara Haden	99	
				James Stewart	Felix Bressart	8870	
				Frank Morgan	William Tracy		
			Ernst Lubitsch	Joseph Schildkraut	Ines Courtney		
1/19/40	19	Congo Maisie	H. C. Potter	Ann Sothern	J. M. Kerrigan	70	
				John Carroll	E. E. Clive	6344	
				Rita Johnson	Everett Brown		
			J. Walter Ruben	Shepperd Strudwick	Tom Fadden		
1/26/40	22	The Lambeth Walk (British Production)	Albert De Courville	Lupino Lane	Norah Howard	66	
				Sally Gray	Enid Stamp-Taylor	5934	
			Anthony Havelock-Allan	Seymour Hicks	Wallace Lupino		
2/2/40	26	I Take This Woman	W. S. Van Dyke II	Spencer Tracy	Paul Cavanagh	97	
				Hedy Lamarr	Frances Drake	8771	
				Veree Teasdale	Laraine Day		
				Kent Taylor	Mona Barrie		
Lincoln's Birthday							
2/9/40	21	Broadway Melody of 1940	Norman Taurog	Fred Astaire	Florence Rice	101	
				Eleanor Powell	Lynne Carver	9126	
				George Murphy	Ann Morriss		
			Jack Cummings	Frank Morgan	Trixie Firestone		
				Ian Hunter	Douglas McPhail		

Metro-Goldwyn-Mayer 1939-40 Feature Release Schedule—Continued

Theatre Name			City			State
4/5/40	32	And One Was Beautiful	Robert B. Sinclair	Robert Cummings Laraine Day Jean Muir	Charles Waldron Ann Morriss Esther Dale	70 6278
			Frederick Stephani	Billie Burke	Rand Brooks	
4/12/40	30	Dr. Kildare's Strange Case	Harold S. Bucquet	Lew Ayres Lionel Barrymore Laraine Day Shepperd Strudwick	Samuel S. Hinds Emma Dunn Nat Pendleton Walter Kingsford	77 6933
4/19/40	33	Two Girls on Broadway	S. Sylvan Simon	Lana Turner Joan Blondell	Kent Taylor Richard Lane	73 6571
			Jack Cummings	George Murphy	Wallace Ford	
4/26/40	34	Forty Little Mothers	Busby Berkeley	Eddie Cantor Judith Anderson Ralph Morgan	Bonita Granville Diana Lewis Nydia Westman	90 8069
			Harry Rapf	Rita Johnson	Margaret Early	
5/3/40	35	20 Mule Team	Richard Thorpe	Wallace Beery Leo Carrillo Marjorie Rambeau	Noah Beery, Jr. Douglas Fowley Arthur Hohl	84 7514
			J. Walter Ruben	Anne Baxter	Berton Churchill	
5/10/40	36	Edison, The Man	Clarence Brown	Spencer Tracy Rita Johnson Henry Travers	Gene Lockhart Charles Coburn Lynne Overman	107 9614
			John W. Considine, Jr.	Gene Reynolds	Regis Toomey	

Metro-Goldwyn-Mayer 1939-40 Feature Release Schedule—Continued

Theatre Name ..... City ..... State

6/21/40	42	The Captain Is A Lady	Robert Sinclair	Charles Coburn Beulah Bondi Virginia Grey Helen Broderick	Dan Dailey Jr. Helen Westley Cecil Cunningham Marjorie Main	65 5,865
			Frederick Stephani	Billie Burke	Clem Bevans	
Independence Day						
6/28/40	31	New Moon	Robert Z. Leonard	Jeanette MacDonald Nelson Eddy Mary Boland George Zucco	Grant Mitchell Stanley Fields Richard Purcell John Miljan	104 9,413
			Robert Z. Leonard	H. B. Warner	Ivan Simpson	
7/5/40	43	Andy Hardy Meets Debutante	George B. Seitz	Lewis Stone Mickey Rooney Cecilia Parker Fay Holden Judy Garland	Ann Rutherford Diana Lewis George Breakston Sara Haden Addison Richards	89 7,874
7/12/40	44	Sporting Blood	S. Sylvan Simon	Robert Young Maureen O'Sullivan Lewis Stone	Lynne Carver Clarence Muse Lloyd Corrigan	82 7,388
			Albert E. Levoy	William Gargan	George H. Reed	
7/19/40	45	We Who Are Young	Harold S. Bucquet	Lana Turner John Shelton Gene Lockhart	Henry Armetta Jonathan Hale Clarence Wilson	80 7,181
			Seymour Nebenzahl	Grant Mitchell	Ian Wolfe	
7/26/40	47	Gold Rush Maisie	Edwin L. Marin	Ann Sothern Lee Bowman Slim Summerville	Mary Nash John F. Hamilton Scotty Beckett	82 7,364
			J. Walter Ruben	Virginia Weidler	Irving Bacon	

8/2/40	46	Pride and Prejudice	Robert Z. Leonard	Greer Garson Laurence Olivier Mary Boland Edna May Oliver	Ann Rutherford Frieda Inescort Edmund Gwenn Karen Morley	118 10,585
			Hunt Stromberg	Maureen O'Sullivan	Heather Angel	
8/9/40	50	I Love You Again	W. S. Van Dyke II	Myrna Loy William Powell Edmund Loew	Frank McHugh Donald Douglas Nella Walker	99 8,902
8/16/40	49	The Golden Fleecing	Leslie Fenton	Lew Ayres Rita Johnson Lloyd Nolan Virginia Grey	Leon Errol George Lessey Richard Carle Ralph Byrd	68 6100
			Edgar Selwyn	Nat Pendleton	Marc Lawrence	
8/23/40		No Release				
Labor Day						
8/30/40	48	Boom Town	Jack Conway	Clark Gable Spencer Tracy Claudette Colbert Hedy Lamarr	Lionel Atwill Chill Wills Marion Martin Minna Gombell	120 10,828
			Sam Zimbalist	Frank Morgan	Joe Yule	

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Metro-Goldwyn-Mayer 1940-41 Feature Release Schedule

Theatre Name..... City..... State.....

Tentative Release Date	Release No.	Production	Director Producer	Cast		Approx. Minutes Approx. Footage	Booking Dates Requested
9/6/40	101	Dr. Kildare Goes Home	Harold S. Bucquet	Lew Ayres Lionel Barrymore Laraine Day Samuel S. Hinds	Gene Lockhart Nat Pendleton Emma Dunn John Shelton	79 7083	
9/13/40	102	Wyoming	Richard Thorpe Milton Bren	Wallace Beery Leo Carrillo Ann Rutherford Lee Bowman	Paul Kelly Joseph Calleia Marjorie Main Bobs Watson	88 7916	
9/20/40	104	Haunted Honeymoon	Arthur B. Woods	Robert Montgomery Constance Cummings Leslie Banks Sir Seymour Hicks	Robert Newton Googie Withers Frank Pettingell Joan Kemp-Welch	83 7480	
Jewish New Year 9/27/40	103	Strike Up The Band	Busby Berkeley	Mickey Rooney Judy Garland Paul Whiteman June Preisser	William Tracy Larry Nunn Margaret Early Ann Shoemaker	120 10,791	
	105	Sky Murder	Arthur Freed George B. Seitz Frederick Stephani	Walter Pidgeon Donald Meek Karen Verne Edward Ashley	Joyce Compton Tom Conway George Lassey Dorothy Tree	72 6503	

Washington's Birthday						
2/16/40	24	The Man From Dakota	Leslie Fenton	Wallace Beery Dolores Del Rio John Howard	Donald Meek Robert Barrat Addison Richards	75 6753
			Edward Chodorov			
2/23/40	25	Northwest Passage (Book 1—Rogers' Rangers) In Technicolor	King Vidor	Spencer Tracy Robert Young Walter Brennan Ruth Hussey	Louis Hector Robert Barrat Lumsden Hare Donald McBride	126 11,370
			Hunt Stromberg	Nat Pendleton	Isabel Jewell	
3/1/40	23	Strange Cargo	Frank Borzage	Clark Gable Joan Crawford Ian Hunter Peter Lorre	Paul Lukas Albert Dekker J. Edward Bromberg Eduardo Ciannelli	113 10,174
			Joseph L. Mankiewicz			
3/8/40	27	The Ghost Comes Home	William Thiele	Frank Morgan Billie Burke Anne Rutherford John Shelton	Reginald Owen Donald Meek Nat Pendleton Frank Albertson	79 7113
			Albert Levoy			
3/15/40	28	Young Tom Edison	Norman Taurog	Mickey Rooney Fay Bainter George Bancroft Virginia Weidler	Victor Kilian Bobbie Jordan J. M. Kerrigan Lloyd Corrigan	85½ 7712
			John W. Considine Jr.	Eugene Pallette	John Kellog	
Easter Week						
3/22/40		No Release				
3/29/40	29	Florian	Edwin L. Marin	Robert Young Helen Gilbert Charles Coburn Lee Bowman	Lucile Watson Irina Baronova Rand Brooks Soke Sakall	93 8353
			Winfield Sheehan	Reginald Owen	William B. Davidson	

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Metro-Goldwyn-Mayer 1939-40 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time Minutes Approx. Footages	Booking Dates Requested
5/17/40	37	Waterloo Bridge	Mervyn LeRoy	Vivien Leigh Robert Taylor Lucile Watson Virginia Field Maria Ouspenskaya C. Aubrey Smith Janet Shaw Steffi Duna	108 9,761	
Memorial Day, 5/24/40		No Release	Sidney Franklin			
5/31/40	40	Phantom Raiders. A New Nick Carter Adventure	Jacques Tourneur	Walter Pidgeon Florence Rice Joseph Schildkraut John Carroll Donald Meek Nat Pendleton Steffi Duna Cecil Kellaway	70 6,307	
6/7/40	39	Susan and God	Frederick Stephani George Cukor	Joan Crawford Frederic March Ruth Hussey John Carroll Rita Hayworth Nigel Bruce Bruce Cabot Rita Quigley Rose Hobart Constance Collier	117 10,514	
6/14/40	41	The Mortal Storm	Hunt Stromberg Frank Borzage	Margaret Sullavan James Stewart Robert Young Frank Morgan Robert Stack Bonita Granville Irene Rich William T. Orr Maria Ouspenskaya Gene Reynolds	100 9,023	

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10/4/40	106	Dulcy	H. Sylvan Simon	Ann Sothern Ian Hunter Roland Young Reginald Gardiner	Billie Burke Lynne Carver Dan Dailey Jr. Donald Huie	73 6585	
Columbus Day Yom Kippur							
10/11/40	107	Third Finger, Left Hand	Edgar Selwyn				
10/18/40		No Release	Robert Z. Leonard	Myrna Loy Melvyn Douglas Raymond Walburn Lee Bowman	Bonita Granville Felix Bressart Donald Meek Ann Morriss	92 8804	
10/25/40	109	Hullabalo	John W. Considine, Jr.				
			Edwin L. Marin	Frank Morgan Virginia Grey Billie Burke Donald Meek	Dan Dailey Jr. Reginald Owen Nydia Westman Ann Morriss	77 6900	
11/1/40	108	Escape	L. K. Sidney Mervyn LeRoy				
11/8/40	110	Bitter Sweet (Technicolor)	Lawrence Weingarten W. S. Van Dyke II	Norma Shearer Robert Taylor Conrad Veidt Nazimova	Felix Bressart Albert Basserman Philip Dorn Bonita Granville	104 9334	
Thanksgiving							
11/15/40	111	Gallant Sons	Victor Saville George B. Seitz	Jeanette MacDonald Nelson Eddy George Sanders Ian Hunter	Felix Bressart Edward Ashley Lynne Carver Diana Lewis	94 8430	
Thanksgiving							
11/22/40	112	Little Nellie Kelly	Frederick Stephani Norman Taurog	Jackie Cooper Gene Reynolds Bonita Granville June Preisser	Ian Hunter Gail Patrick Edward Ashley Leo Gorcey	76 6840	
			Arthur Freed	Judy Garland George Murphy Charles Winninger Douglas McPhail	Arthur Shields Rita Page Forrester Harvey James Burke	100 8975	

Metro-Goldwyn-Mayer 1940–41 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

11/29/40	115	Dr. Kildare's Crisis	Harold S. Bucquet	Lew Ayres Lionel Barrymore Laraine Day Robert Young	Nat Pendleton Walter Kingsford Alma Kruger Bobs Watson	75 6728
12/6/40	114	Go West	Edward Buzzell	Groucho Marx Chico Marx Harpo Marx	Diana Lewis Walter Woolf King Robert Barrat	82 7337
			Jack Cummings	John Carroll	June MacCloy	
12/13/40	113	Comrade X	King Vidor	Clark Gable Hedy Lamarr Oscar Homolka	Eve Arden Sig Rumann Natasha Lytess	89 8025
			Gottfried Reinhardt	Felix Bressart	Vladimir Sokoloff	
Christmas 12/20/40		No Release				
New Year's 12/27/40	116	Keeping Company	S. Sylvan Simon	Frank Morgan Ann Rutherford John Shelton	Gene Lockhart Virginia Weidler Virginia Grey	80 7222
			Samuel Marx	Irene Rich	Dan Dailey Jr.	
1/3/41	117	Flight Command	Frank Borzage	Robert Taylor Ruth Hussey Walter Pidgeon	Shepperd Strudwick Red Skelton Nat Pendleton	116 10,400
			J. Walter Ruben	Paul Kelly	Dick Purcell	
1/10/41	118	Maisie Was A Lady	Edwin L. Marin	Ann Sothern Lew Ayres Maureen O'Sullivan	C. Aubrey Smith Edward Ashley Joan Perry	79 7130
			J. Walter Ruben	Paul Cavanaugh		

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Metro-Goldwyn-Mayer 1940–41 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director / Producer	Cast		Approx. Minutes / Approx. Footages	Booking Dates Requested
1/17/41	119	The Philadelphia Story	George Cukor	Cary Grant Katharine Hepburn James Stewart Ruth Hussey	Roland Young John Halliday Mary Nash Virginia Weidler	112 10,081	
			Joseph L. Mankiewicz	John Howard	Henry Daniell		
1/24/41	120	Land of Liberty	Sponsored by MPPDA, INC. Edited by C. B. DeMille	Leading stars of 116 pictures produced in last 25 years.		98 8800	
	121	The Wild Man of Borneo	Robert B. Sinclair	Frank Morgan Mary Howard Billie Burke Donald Meek	Marjorie Main Connie Gilchrist Bonita Granville Dan Dailey, Jr.	78 7050	
1/31/41	122	Come Live With Me	Clarence Brown	James Stewart Hedy Lamarr Ian Hunter	Donald Meek Barton MacLane Edward Ashley	36 7761	
			Clarence Brown	Verree Teasdale	Ann Codee		
Lincoln's Birthday 2/7/41	123	Blonde Inspiration	Busby Berkeley	John Shelton Virginia Grey Albert Dekker	Donald Meek Reginald Owen Alma Kruger	72 6500	
			B. P. Fineman	Charles Butterworth	Rita Quigley		
2/14/41	125	The Trial of Mary Dugan	Norman McLeod	Robert Young Laraine Day Frieda Inescort	Marsha Hunt Sara Haden Tom Conway	90 8090	
			Edwin Knopf	John Litel	Henry O'Neil		

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Metro-Goldwyn-Mayer 1940-41 Feature Release Schedule—Continued

Theatre Name ..... City ..... State .....

Washington's Birthday						
2/21/41	126	Andy Hardy's Private Secretary	George Seitz	Lewis Stone Mickey Rooney Ian Hunter Gene Reynolds	Ann Rutherford Fay Holden Sara Haden Kathryn Grayson	101 9084
2/28/41	127	Free and Easy	George Sidney	Ruth Hussey Robert Cummings Nigel Bruce C. Aubrey Smith	Reginald Owen Judith Anderson Forrester Harvey Tom Conway	56 5005
3/7/41	128	Rage In Heaven	W. S. Van Dyke II	Robert Montgomery Ingrid Bergman George Sanders	Lucile Watson Philip Merivale Oscar Homolka	85 7609
3/14/41	129	The Penalty	Gottfried Reinhart Harold S. Bucquet	Edward Arnold Lionel Barrymore Marsha Hunt	Gene Reynolds Emma Dunn Veda Ann Borg	80 7238
3/21/41		No Release	Jack Chertok	Robert Sterling	Richard Lane	
3/28/41	124	The Bad Man	Richard Thorpe J. Walter Ruben	Wallace Beery Lionel Barrymore Laraine Day Ronald Reagan	Henry Travers Chris-Pin Martin Tom Conway Chill Wills	70 6306
4/4/41		No Release				
Easter Week						
4/11/41	132	Men of Boys Town	Norman Taurog John W. Considine Jr.	Spencer Tracy Mickey Rooney Bobs Watson Larry Nunn	Darryl Hickman Henry O'Neill Mary Nash Lee J. Cobb	106 9546
4/18/41	131	Washington Melodrama	S. Sylvan Simon Edgar Selwyn	Frank Morgan Ann Rutherford Kent Taylor Lee Bowman	Dan Dailey Jr. Virginia Grey Fay Holden Anne Gwynne	80 7242
4/25/41	130	Ziegfeld Girl	Robert Z. Leonard Pandro S. Berman	James Stewart Judy Garland Hedy Lamarr Lana Turner Tony Martin	Jackie Cooper Ian Hunter Charles Winninger Edward E. Horton Philip Dorn	131 11,800
5/2/41	133	The People vs. Dr. Kildare	Harold S. Bucquet	Lew Ayres Lionel Barrymore Laraine Day Bonita Granville	Alma Kruger Red Skelton Paul Stanton Diana Lewis	78 7019
5/9/41	136	A Woman's Face	George Cukor Victor Saville	Joan Crawford Melvyn Douglas Conrad Veidt Osa Massen	Reginald Owen Albert Basserman Marjorie Main Donald Meek	106 9528
5/16/41	135	I'll Wait For You	Robert B. Sinclair Edwin Knopf	Robert Sterling Marsha Hunt Virginia Weidler Paul Kelly	Fay Holden Henry Travers Don Costello Carol Hughes	73 6523
5/23/41	134	Love Crazy	Jack Conway Pandro S. Berman	William Powell Myrna Loy Gail Patrick Jack Carson	Florence Bates Sidney Blackmer Sig Rumann Vladimir Sokoloff	99 8873

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Metro-Goldwyn-Mayer 1940-41 Feature Release Schedule

Theatre Name ..... City ..... State .....

Tentative Release Date	Release No.	Production	Director Producer	Cast	Approx. Running Time (Minutes) Approx. Footages	Booking Dates Requested
Memorial Day						
5/30/41	137	Billy The Kid Technicolor	David Miller	Robert Taylor Brian Donlevy Ian Hunter	Gene Lockhart Lon Chaney Jr. Henry O'Neill	95 8582	
			Irving Asher	Mary Howard	Guinn Williams		
6/6/41	135	Mata Hari (Re-issue)	George Fitzmaurice	Greta Garbo Ramon Navarro	Lewis Stone Karen Morley	89 7974	
			George Fitzmaurice	Lionel Barrymore			
6/13/41	138	The Get-Away	Edward Buzzell	Robert Sterling Charles Winninger	Henry O'Neill Dan Dailey Jr.	89 7996	
			J. Walter Ruben	Donna Reed	Don Douglas		
6/20/41	139	The Big Store	Charles Reisner	Groucho Marx Chico Marx Harpo Marx	Virginia Grey Margaret Dumont Douglas Dumbrille	83 7500	
			Louis K. Sidney	Tony Martin	Henry Armetta		
6/27/41	140	They Met in Bombay	Clarence Brown	Clark Gable Rosalind Russell Peter Lorre	Jessie Ralph Matthew Boulton Luis Alberni	92 8270	
			Hunt Stromberg	Edward Ciannelli	Rosina Galli		
Independence Day							
7/4/41	141	Barnacle Bill	Richard Thorpe	Wallace Beery Marjorie Main Leo Carrillo	Donald Meek Barton MacLane Connie Gilchrist	92 8293	
			Milton Bren	Virginia Weidler	Sara Haden		
7/11/41	188	Navy Blue and Gold (Re-issue)	Sam Wood	Robert Young James Stewart	Florence Rice Billie Burke	94 8437	
			Sam Zimbalist	Lionel Barrymore	Tom Brown		

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7/18/41	142	The Stars Look Down (British Production)	Carol Reed I. Goldsmith	Michael Redgrave Margret Lockwood Emlyn Williams	Nancy Price Allan Jeaves Linden Travers	99 8001
7/25/41	144	Blossoms In The Dust Technicolor	A Mervyn LeRoy Production Irving Asher	Greer Garson Walter Pidgeon Felix Bressart Marsha Hunt	Fay Holden Samuel S. Hinds Kathleen Howard George Lessey	99 8940
8/1/41	143	Ringside Maisie	Edwin Marin J. Walter Ruben	Ann Sothern George Murphy Robert Sterling	Virginia O'Brien Natalie Thompson Margaret Moffat	95 8542
8/8/41	147	Whistling In The Dark	S. Sylvan Simon George Haight	Red Skelton Conrad Veidt Ann Rutherford Virginia Grey	"Rags" Ragland Henry O'Neill Eve Arden Paul Stanton	78 7007
8/15/41	146	Life Begins for Andy Hardy	George B. Seitz	Lewis Stone Mickey Rooney Judy Garland Fay Holden	Ann Rutherford Sara Haden Patricia Dane Ray McDonald	103 9280
8/22/41	145	Dr. Kildare's Wedding Day	Harold S. Bucquet	Lew Ayres Lionel Barrymore Laraine Day Red Skelton	Alma Kruger Samuel S. Hinds Nils Asther Walter Kingsford	83 7437
Labor Day 8/29/41	148	When Ladies Meet	Robert Z. Leonard Robert Z. Leonard and Orville O. Dull	Joan Crawford Robert Taylor Greer Garson Spring Byington	Herbert Marshall Rafael Storm Mona Barrie	105 9442
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8/1/31	116	Son of India	Jacques Feyder	Ramon Novarro Madge Evans	Conrad Nagel Marjorie Rambeau	6546
8/8/31	No Release					

EXHIBIT 634

RKO Radio Pictures, Inc.

Release Schedule 1933-34 Features

Complete

As of Nov. 2, 1934

Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
August—1933						
Morning Glory	4109	Aug. 18	74	6635	Lowell Sherman	K. Hepburn—Douglas Fairbanks, Jr. Adolphe Menjou—Mary Duncan
September						
Rafter Romance	4129	Sept. 1	75	6751	Wm. A. Seiter	Ginger Rogers—Norman Foster—Geo. Sidney Laure Hope Crews
One Man's Journey	4113	Sept. 8	72	6503	John Robertson	Lionel Barrymore—May Robson—J. McCrea Frances Dee—Dorothy Jordan
Midshipman Jack	4127	Sept. 22	71	6363	Christy Cabanne	Bruce Cabot—Betty Furness—Arthur Lake Florance Lake—Purnell Pratt
October						
Ann Vickers	4102	Oct. 13	76½	6881	John Cromwell	Irene Dunne—Walter Huston—Conrad Nagel Bruce Cabot—Edna May Oliver
Ace of Aces	4120	Oct. 20	77½	6968	J. Walter Ruben	Richard Dix—Eliz. Allan—R. Bellamy
Chance at Heaven	4126	Oct. 27	71½	6430	Wm. A. Seiter	Joel McCrea—Ginger Rogers—Marion Nixon Andy Divine—Virginia Hammond
November						
Aggie Appleby	4132	Nov. 3	73	6566	Mark Sandrich	Chas. Farrel—Wynne Gibson—Wm. Gargan Zasu Pitts—Betty Furness
The Right to Romance	4119	Nov. 17	67	6023	Alfred Santell	Ann Harding—Robt. Young—Sari Maritza Helen Freeman—Arliss Parrish
Little Women	4107	Nov. 24	115	10352	Geo. Cukor	K. Hepburn—Joan Bennett—Paul Lucas Edna May Oliver—Jean Parker—Frances Dee Douglas Montgomery—Henry Stephenson
December						
If I Were Free	4125	Dec. 1	66½	5977	Eliot Nugent	Irene Dunne—Clive Brook—Nils Asther
Son of Kong	4106	Dec. 22	69½	6247	E. B. Schoedsack	Robert Armstrong—Helen Mack
Flying Down to Rio	4104	Dec. 29	89	8024	Thornton Freeland	Dolores Del Rio—Gene Raymond—G. Rogers Fred Astaire—Paul Roulien

January—1934							
Meanest Gal in Town	4130	Jan.	12	62	5561	A Russel Mack Production	Zasu Pitts—Pert Kelton—El Brendel James Gleason—Skeets Gallagher
Long Lost Father	4116	Jan.	19	63	5685	E. B. Schoedsack	John Barrymore—Helen Chandler Donald Cook
Two Alone	4122	Jan.	26	76½	6870	Elliott Nugent	Jean Parker—Tom Brown—Zasu Pitts
February							
Hips Hips Hooray	4111	Feb.	2	67½	6073	Mark Sandrich	Bert Wheeler—Robt. Woolsey—Ruth Etting Thelma Todd—Dorothy Lee—Geo. Meeker
Man of Two Worlds	4114	Feb.	9	96½	8698	J. Walter Ruben	Francis Lederer—Elissa Landi Henry Stephenson—J. Farrel McDonald
Lost Patrol	4131	Feb.	16	73	6542	John Ford	Victor McLaglen—Boris Karloff Wallace Ford—Reginald Denny
March							
Keep 'Em Rolling	4135	Mar.	2	69½	6277	Geo. Archainbaud	Walter Huston—Frances Dee
Success at Any Price	4133	Mar.	16	74½	6696	J. Walter Ruben	Doug. Fairbanks Jr.—Genevieve Tobin—Frank Morgan—Colleen Moore—Edw. E. Horton
Spitfire	4136	Mar.	30	88	7912	John Cromwell	Katherine Hepburn—Robt. Young Ralph Bellamy—Martha Sleeper
April							
Wild Cargo	4103	Apr.	6	96	8627	Armand Denis	Frank Buck
This Man Is Mine	4118	Apr.	13	76	6863	John Cromwell	Irene Dunne—Constance Cummings Ralph Bellamy—Kay Johnson
Sing and Like It	4139	Apr.	20	72	6468	Wm. A. Seiter	Zasu Pitts—Pert Kelton—Ned Spark Edward E. Horton—Nat Pendleton
Crime Doctor	4137	Apr.	27	74½	6719	John Robertson	Otto Kruger—Karen Morley Nils Aster—Judith Wood
May							
Finishing School	4134	May	4	73	6591	Wanda Tuchock and Geo. Nichols, Jr.	Bruce Cabot—John Halliday—Billie Burke Frances Dee—Ginger Rogers
Where Sinners Meet	4149	May	18	72½	6526	J. Walter Ruben	Diana Wynyard—Clive Brook—Billie Burke Reginald Owen—Alan Mowbray
Stingaree	4143	May	25	76½	6893	Wm. Wellman	Irene Dunne—Richard Dix—Mary Boland Conway Tearle—Henry Stephenson

EXHIBIT 634—*Continued*

Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
June						
Strictly Dynamite	4142	June 1	71	6416	Elliott Nugent	Jimmy Durante—Lupe Velez—Norman Foster
Murder on the Blackboard	4147	June 15	71½	6423	Geo. Archainbaud	Wm. Gargan—Marion Nixon—The Mills Bros. Edna May Oliver—James Gleason—B. Cabot
The Life of Vergie Winters	4140	June 22	82½	7416	Al Santell	Gertrude Michael—Regis Toomey Ann Harding—John Boles—Helen Vinson
Cockeyed Cavaliers	4112	June 29	72	6495	Mark Sandrich	Betty Furness Wheeler-Whoolsey—Thelma Todd—D. Lee Noah Beery—Franklin Pangborn
July						
Let's Try Again	4144	July 6	67	6047	Worthington Miner	Diana Wynyard—Clive Brook—Helen Vinson
We're Rich Again	4145	July 13	71½	6428	Wm. Seiter	Irene Hervey—Theodore Newton Edna May Oliver—Reginald Denny
Of Human Bondage	4105	July 20	88	7460	John Cromwell	Billie Burke—Marion Nixon—Joan Marsh Leslie Howard—Bette Davis—Reginald Denny
Bachelor Bait	4141	July 27	74½	6711	Geo. Stevens	Kay Johnson—Frances Dee—Reginald Owen Stuart Erwin—Pert Kelton—Skeets Gallagher Rochelle Hudson
August						
His Greatest Gamble	4124	Aug. 3	70½	6353	John Robertson	Richard Dix—Dorothy Wilson—Bruce Cabot
Their Big Moment	4146	Aug. 10	68	6125	James Cruze	Zasu Pitts—Slim Summerville—Wm. Gaxton Bruce Cabot—Kay Johnson
Adventure Girl	4148	Aug. 17	69	6183	Herman Raymaker	Joan Lowell
Hat, Coat and Glove	4110	Aug. 24	65	5864	Worthington Miner	Ricardo Cortez—Barbara P.
Down To Their Last Yacht	4128	Aug. 31	64	5768	Paul Sloane	Mary Boland—Polly Sidney Fox—Sidney

Release Schedule 1934-35 Features—Continued

Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
January, 1935						
West Of The Pecos	516	Jan. 4	68½	6173	Phil Rosen	Richard Dix—Martha Sleeper—Fred Kohler
Romance in Manhattan	518	Jan. 11	77½	6969	S. R. Roberts	Francis Lederer—Ginger Rogers
Grand Old Girl	519	Jan. 18	71½	6443	John Robertson	Arthur Hohl—Jimmy Butler May Robson—Mary Carlisle Fred McMurray—Alan Hale
February						
Enchanted April	520	Feb. 1	66	5961	Harry Beaumont	Ann Harding—Frank Morgan
Gigolette	521	Feb. 15	67½	6057	Chas. Lamont	Reginald Owen—Jane Baxter Adrienne Ames—Ralph Bellamy
Murder On A Honeymoon	522	Feb. 22	73½	6604	Lloyd Corrigan	Donald Cook—Robert Armstrong Edna May Oliver—James Gleason Chick Chandler—Geo. Meeker
March						
Captain Hurricane	523	Mar. 1	72	6458	John Robertson	James Barton—Helen Westley
Roberta	524	Mar. 8	105½	9488	William A. Seiter	Helen Mack—Gene Lockhart Irene Dunne—Fred Astaire
The People's Enemy	527	Mar. 15	70	6282	Crane Wilbur	Ginger Rogers—Randolph Scott—Helen Westley Melvyn Douglas—Preston Foster
A Dog Of Flanders	525	Mar. 22	72	6477	Edward Sloman	Lila Lee—Wm. Collier, Jr. Frankie Thomas—O. P. Heggie Helen Parrish—"Lightning"
April						
Laddie	526	Apr. 5	69½	6253	Geo. Stevens	John Beal—Gloria Stuart Virginia Weidler
Star Of Midnight	529	Apr. 19	90	8092	Stephen Roberts	William Powell—Ginger Rogers
Strangers All	531	Apr. 26	69½	6245	Charles Vidor	Paul Kelly—Gene Lockhart May Robson—Preston Foster Wm. Bakewell
May						
Chasing Yesterday	528	May 3	77½	6969	Geo. Nicholls, Jr.	O. P. Heggie—Anne Shirley—Helen Westley
Village Tale	530	May 10	79½	7215	John Cromwell	Randolph Scott—Janet Beecher Arthur Hohl—Kay Johnson—Robt. Barrat
The Informer	532	May 24	91	8247	John Ford	Victor McLaglen—Preston Foster
Break of Hearts	533	May 31	78	7021	Philip Moeller	Heather Angel—Margot Grahame Katherine Hepburn—Charles Boyer Jean Herholt—John Beal
June						
The Nitwits	534	June 7	81½	7344	Geo. Stevens	Bert Wheeler—Robt Woolsey—Fred Keating Betty Grable
Hooray For Love	535	June 14	72	6500	Walter Lang	Gene Raymond—Ann Southern Thurston Hall—Pert Kelton—Bill Robinson Maria Gambarelli
The Arizonian	538	June 28	75½	6811	Charles Vidor	Richard Dix—Margot Grahame Preston Foster—Louis Calhern
July						
She	537	July 12	94½	8505	Irving Pichel & L. C. Holden	Helen Gahagan—Randolph Scott Helen Mack—Nigel Bruce
*Becky Sharp	4101	July 19	84	7574	R. Mamoulian	Miriam Hopkins—Frances Dee Cedric Hardwicke—Billie Burke
August						
Old Man Rhythm	539	Aug. 2	75	6729	Edward Ludwig	Charles Buddy Rogers—Grace Barbier Barbara Kent—Betty Grable Eric Blore—Erik Rhodes
Jalna	540	Aug. 9	78	6998	John Cromwell	Kay Johnson—Ian Hunter C. Aubrey Smith—Nigel Bruce
Hot Tip	542	Aug. 16	68½	6218	Ray McCary & Jas. Gleason	Zasu Pitts—Margaret Callahan James Gleason
Alice Adams	541	Aug. 23	99½	8940	Geo. Stevens	Katherine Hepburn—Fred McMurray Fred Stone—Evelyn Venable
Freckles	536	Sept. 27			Edward Killy	
Last Days of Pompeii	501	Oct. 4			Wm. Hamilton E. B. Schoedsack	Tom Brown—Virginia Weidler—Carol Stone
Three Musketeers	544				Rowland V. Lee	

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RKO Radio Pictures, Inc.

Release Schedule 1935–36 Features

Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast As of Aug. 14, 1936
September						
Top Hat	601	Sept. 6	99½	8972	Mark Sandrich	Fred Astaire—Ginger Rogers—Ed. E. Horton
The Return of Peter Grimm	602	Sept. 13	82½	7424	Geo. Nichols, Jr.	Erik Rhodes—Eric Blore—Helen Broderick
His Family Tree	604	Sept. 20	68½	6233	Chas. Vidor	Lionel Barrymore—Helen Mack Edward Ellis—Donald Meek Jas. Barton—Margaret Callahan
Powdersmoke Range	603	Sept. 27	71½	6448	Wallace Fox	Addison Randall—Maureen Delany Wm. Harrigan
October						
Hi Gaucho	606	Oct. 11	59	5325	Tommy Atkins	Harry Carey—Hoot Gibson—Bob Steele— Tom Tyler—Guinn Williams
Rainmakers	605	Oct. 25	78	7028	Fred Guiol	John Carroll—Steffi Duna—Rod LaRoque— Montague Love
November						
To Beat The Band	607	Nov. 8	67½	6085	Ben Stoloff	Wheeler & Woolsey—Dorothy Lee— Berton Churchill
Annie Oakley	608	Nov. 15	90½	8158	Geo. Stevens	
In Person	609	Nov. 22	87	7828	Wm. Seiter	Hugh Herbert—Helen Broderick—Roger Pryor—Fred Keating—Eric Blore
December						Barbara Stanwyck—Preston Foster— Melvyn Douglas—Pert. Kelton
Seven Keys to Baldpate	611	Dec. 13	68	6103	Wm. Hamilton & Edw. Killy	Ginger Rogers—Geo. Brent—Alan Mowbray
Another Face	615	Dec. 20	68	6209	Christy Cabanne	Gene Raymond—Margaret Callahan— Eric Blore—Erin O'Brien-Moore
I Dream Too Much	610	Dec. 27	97	8737	John Cromwell	Wallace Ford—Brian Don Levy—Alan Hale— Phyllis Brooks—Erik Rhodes
We're Only Human	612	Dec. 27	68	6196	Jas. Flood	Lily Pons—Henry Fonda—Eric Blore— Osgood Perkins Preston Foster—Jane Wyatt—James Gleason

Release Schedule 1935-36 Features—Continued

Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
June						
Let's Sing Again	646	June 12	68	6133	Kurt Neumann	Bobby Breen—Henry Armetta—Geo. Houston
The Last Outlaw	629	June 19	70	6325	Christy Cabanne	Harry Carey—Hoot Gibson—Tom Tyler—Henry B. Walthall—Margaret Callahan
Bunker Bean	630	June 26	67	6010	Wm. Hamilton Edw. Killy	Owen Davis, Jr.—Louise Latimer—Robt. McWade—Jessie Ralph
July						
The Bride Walks Out	631	July 10	81	7265	Leigh Jason	Barbara Stanwyck—Gene Raymond—Ned Sparks—Robt. Young—Helen Broderick
M'Liss	632	July 17	66	5952	Geo. Nicholls Jr.	Anne Shirley—John Beal—Guy Kibbee—Douglass Drumbrille
August						
Grand Jury	633	Aug. 7	61	5496	Al S. Rogell	Fred Stone—Louise Latimer—Owen Davis, Jr.—Moroni Olsen
Second Wife	635	Aug. 21	59	5348	Edw. Killy	Gertrude Michael—Walter Abel—Erik Rhodes
Mary of Scotland	634	Aug. 28	123	11102	John Ford	K. Hepburn—F. March—F. Eldridge—R. Barrat—Ian Keith—Moroni Olsen—Ralph Forbes—Alan Mowbray
Don't Turn 'Em Loose	636	Aug. 28	..	....	Ben Stoloff	L. Stone—B. Cabot—B. Grable

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RKO Radio Pictures, Inc.

Release Schedule 1936-37 Features

As of Sept. 1, 1937
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Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
October						
Mummy's Boys	701	Oct. 2	68	6108	Fred Guiol	Bert Wheeler—Robt. Woolsey—Barbara Pepper
The Big Game	702	Oct. 9	75	6747	Geo. Nicholls Jr.	P. Huston—J. Gleason—J. Travis—B. Cabot
Daniel Boone	781	Oct. 16	77	6955	David Howard	Geo. O'Brien—Heather Angel—Ralph Forbes
Without Orders	704	Oct. 23	64	5763	Lew Landers	Robt. Armstrong—S. Eilers—F. Sage
November						
Make Way For A Lady	705	Nov. 13	65	5829	David Burton	Herbert Marshall—Anne Shirley—Getrude Michael—Margot Grahame
Smartest Girl in Town	706	Nov. 27	58	5202	Jos. Santley	Gene Raymond—Ann Sothern—Helen Broderick—Eric Blore—Erik Rhodes
December						
The Night Waitress	711	Dec. 18	57	5126	Lew Landers	Margot Grahame—Gordon Jones—Vinton Haworth
Rainbow on the River	744	Dec. 25	88	7936	Kurt Neumann	Bobby Breen—May Robson—Chas. Butterworth—Alan Mowbray—Louise Beavers—Benita Hume—Hall Johnson Choir
Winterset	703	Dec. 25	77	6953	A. Santell	B. Meridith—Margo—Edw. Ellis—Eduardo Giannelli—John Carradine
January—1937						
That Girl from Paris	712	Jan. 1	105	9409	Leigh Jason	Lily Pons—Gene Raymond—Jack Oakie—Mischa Auer—Herman Bing
Racing Lady	707	Jan. 22	59	5310	Wallace Fox	Ann Dvorak—S. Ballew—Harry Carey

Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
February						
They Wanted to Marry	715	Feb. 5	60	5415	Lew Landers	Betty Furness—Gordon Jones
We're on the Jury	716	Feb. 12	57	6353	Ben. Holmes	Helen Broderick—Victor Moore—Philip Huston—Louise Latimer
Sea Devils	714	Feb. 19	88	7910	Ben. Stoloff	Victor McLaglen—P. Foster—I. Lupino
When's Your Birthday	770	Feb. 26	77	6912	Harry Beaumont	Joe E. Brown—Marion Marsh—Fred Keating—Edgar Kennedy
Park Ave. Logger	782	Feb. 26	66	5921	David Howard	Geo. O'Brien—Beatrice Roberts—Wm. Robertson
March						
Don't Tell the Wife	720	Mar. 5	62	5622	Christy Cabanne	Guy Kibbee—Una Merkel—Lynne Overmann
China Passage	718	Mar. 12	65	5818	Edw. Killy	Constance Worth—Vinton Haworth—Leslie Fenton—Gordon Jones
Quality Street	709	Mar. 26	84	7534	Geo. Stevens	Katharine Hepburn—Franchot Tone—Erik Blore—Fay Bainter—Cora Witherspoon—Estelle Winwood
April						
The Man Who Found Himself	722	Apr. 2	67	6005	Lew Landers	John Beal—Joan Fontaine—Philip Huston
The Soldier and the Lady	717	Apr. 9	85	7631	Geo. Nicholls, Jr.	Anton Walbrook—Margot Grahame—Akim Tamiroff—Elizabeth Allan—Fay Bainter
Too Many Wives	723	Apr. 9	61	5477	Ben Holmes	Anne Shirley—John Morley—Gene Lockhar
Outcasts of Poker Flat	710	Apr. 16	68	6103	Christy Cabanne	Preston Foster—Jean Muir—Van Heflin—Virginia Weidler—Margaret Irving
The Woman I Love	721	Apr. 23	89	7990	Anatole Litvak	P. Muni—Miriam Hopkins—L. Hayward
You Can't Buy Luck	726	Apr. 30	61	5455	Lew Landers	Onslow Stevens—Helen Mack—Vinton Haworth—Maxine Jennings
May						
Shall We Dance	724	May 7	109	9783	Mark Sandrich	Fred Astaire—G. Rogers—Ed. E. Horton—Eric Blore—Ketti Gallian—Harriet Hoctor
Behind the Headlines	727	May 14	58	5210	Richard Rosson	Lee Tracy—Diana Gibson—Phil Huston
There Goes My Girl	728	May 21	74	6686	Ben Holmes	Gene Raymond—A. Sothern
Hollywood Cowboy	783	May 28	64	5726	Ewing Scott	Geo. O'Brien—Cecilia Parker

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Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
June						
Border Cafe	730	June 4	67	6029	Lew Landers	J. Beal—H. Carey—Armida
Meet The Missus	729	June 11	60	5445	Jos. Santley	H. Broderick—V. Moore—A. Shirley
Riding On Air	771	June 18	71	6365	Ed. Sedgwick	Joe Brown—F. Rice—G. Kibbee
You Can't Beat Love	731	June 25	62	5559	Christy Cabanne	Preston Foster—Joan Fontaine
July						
New Faces of 1937	732	July 2	100	9004	Leigh Jason	M. Berle—J. Penner—H. Hilliard—Wm. Brady—Parkyakarkus—Jerome Cowan—Thelma Leeds
On Again Off Again	725	July 9	68	6141	Edw. Kline	Wheeler—Woolsey—Marjorie Lord—Patricia Wilder
Super Sleuth	734	July 16	70	6304	Ben Stoloff	J. Oakie—A. Southern—Eduardo Giannelli
The Big Shot	735	July 23	60	Edw. Killy		Guy Kibbee—Cora Witherspoon
The Toast of New York	719	July 30	109	9814	Rowland V. Lee	Edward Arnold—Cary Grant—Frances Farmer—Jack Oakie—Donald Meek
August						
Windjammer	784	Aug. 6	58	5214	Ewing Scott	Geo. O'Brien—Constance Worth—Wm. Hall
Hideaway	733	Aug. 13	58	5241	Richard Rosson	Fred Stone—Emma Dunn—Marjorie Lord—Lee Patrick
Flight From Glory	736	Aug.	67	6018	Lew Landers	Chester Morris—Whitney Bourne—O. Stevens
Make A Wish	745	Aug.			Kurt Neumann	Bobby Breen—Basil Rathbone—Marion Claire—Henry Armetta
September						
Life Of The Party	801	Sept. 3	77	6947	Wm. A. Seiter	Joe Penner—Gene Raymond—Parkyakarkus—Harriet Hilliard—Victor Moore—Helen Brod-

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August						
The Fountain	502	Aug. 31	83½	7504	John Cromwell	Ann Harding—Brian Ahearn Paul Lukas—Jean Hersholt
September						
Age of Innocence	503	Sept. 14	81	7296	Philip Moeller	Irene Dunne—John Boles
Richest Girl in the World	504	Sept. 21	76	6815	Wm. S. Seiter	Lionel Atwill—Laura Hope Crews Miriam Hopkins—Joel McCrea—Fay Wray Henry Stephenson—Reginald Denny
October						
Dangerous Corners	506	Oct. 5	66½	5984	Phil Rosen	Virginia Bruce—Conrad Nagel Melvyn Douglas—Betty Furness
The Gay Divorcee	505	Oct. 19	107	9634	Mark Sandrich	Fred Astaire—Ginger Rogers Alice Brady—Edw. Everett Horton
Gridiron Flash	511	Oct. 26	64	5758	Glenn Tryon	Eddie Quillan—Betty Furness Grant Mitchell—Lucien Littlefield
Wednesday's Child	510	Oct. 26	68½	6150	John Robertson	Karen Morley—Edward Arnold Frankie Thomas
November						
Kentucky Kernels	508	Nov. 2	75	6753	Geo. Stevens	Bert Wheeler—Robt. Woolsey—Mary Carlisle Spanky McFarland—Noah Beery
By Your Leave	509	Nov. 9	82	7386	Lloyd Corrigan	Frank Morgan—Genevieve Tobin—Neil Hamilton—Marion Nixon—Gene Lockhart
Woman in the Dark	514	Nov. 9	69½	6251	Phil Rosen	Fay Wray—Ralph Bellamy Melvyn Douglas—Roscoe Ates
Anne of Green Gables	507	Nov. 23	78½	7055	Geo. Nicholls, Jr.	Anne Shirley—Tom Brown O. P. Heggie—Helen Westley
The Silver Streak	513	Nov. 30	72	6501	Thos. Atkin	Sally Blane—Charles Starrett Hardie Albright—William Farnum
December						
Lightning Strikes Twice	517	Dec. 7	64	5734	Ben Holmes	Ben Lyon—Thelma Todd—Pert Kelton Chick Chandler—Laura H. Crews—W. Catlett
Red Morning	515	Dec. 14	66	5918	Wallace Fox	Steffi Duna—Regis Toomey—Ray Hatton
The Little Minister	512	Dec. 28	110	9920	Richard Wallace	Katharine Hepburn—John Beal Alan Hale—Donald Crisp—Beryl Mercer

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January, 1936						
Sylvia Scarlett	614	Jan. 3	94½	8519	Geo. Cukor	Katherine Hepburn—Edmund Gwenn—Gary Grant
Two in the Dark	616	Jan. 10	74	6647	Ben Stoloff	Walter Abel—Margot Grahame—Wallace Ford—Alan Hale.
Chatterbox	617	Jan. 17	68	6136	Geo. Nicholls, Jr.	Anne Shirley—Phillips Holmes—Erik Rhodes—Margaret Hamilton
February						
The Lady Consents	622	Feb. 7	76½	6903	Stephen Roberts	Ann Harding—Herbert Marshall—Margaret Lindsay—Walter Abel
Muss 'Em Up	619	Feb. 14	68½	6237	Chas. Vidor	Preston Foster—Ralph Morgan—Margaret Callahan—Alan Mowbray—Molly Lamont
Follow The Fleet	613	Feb. 21	110	9907	Mark Sandrich	Fred Astaire—Ginger Rogers—Randolph Scott—Harriet Hilliard
March						
Love on a Bet	620	Mar. 6	77	6928	Leigh Jason	Gene Raymond—Wendy Barrie—Helen Broderick
Yellow Dust	618	Mar. 13	68½	6175	Wallace Fox	Richard Dix—Leila Hyams—Moroni Olsen
Silly Billies	623	Mar. 20	64	5759	Fred Guiol	Wheeler—Woolsey—Dorothy Lee
Farmer in The Dell	624	Mar. 27	66½	6001	Ben Holmes	Fred Stone—Jean Parker—Moroni Olsen—Frank Albertson
April						
Two in Revolt	621	Apr. 3	65	5849	Glenn Tryon	John Arledge—Louise Latimer—Moroni Olsen
Murder on the Bridle Path	625	Apr. 17	66	5971	Edward Killy Wm. Hamilton	James Gleason—Helen Broderick—Louise Latime—Owen Davis, Jr.
The Witness Chair	626	Apr. 24	64	5759	Geo. Nicholls, Jr.	Ann Harding—Walter Abel
May						
Special Investigator	627	May 8	61	5513	Louis King	Richard Dix—Margaret Callahan—Erik Rhodes—Owen Davis, Jr.
Ex Mrs. Bradford	628	May 15	81	7335	Stephen Roberts	Wm. Powell—Jean Arthur—E. Blore
Dancing Pirate	670	May 22	85	7642	Lloyd Corrigan	Chas. Collins—Frank Morgan—Steffi Duna

RKO Radio Pictures, Inc.

Release Schedule 1937-38 Features

As of Sept. 15, 1938

Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
August						
*Make a Wish	745	Aug. 27	77	6899	Kurt Neumann	Bobby Breen—Basil Rathbone—Marione Claire—Henry Armetta
September						
Life of the Party	801	Sept. 3	77	6947	Wm. A. Seiter	Joe Penner—Gene Raymond—Victor Moore—Parkyakarkus—Harriet Hilliard—Helen Broderick
Annapolis Salute	802	Sept. 10	65	5843	Christy Cabanne	Jas. Ellison—Marsha Hunt—Harry Carey—Van Heflin
Forty Naughty Girls	803	Sept. 24	6	5690	Edw. Cline	James Gleason—Zazu Pitts
October						
Music for Madame	804	Oct. 1	81	7291	John Blystone	Nino Martini—Joan Fontaine
Saturday's Heroes	805	Oct. 8	60	5398	Edw. Killy	Van Heflin—M. Marsh—R. Lane
Stage Door	806	Oct. 8	92	8246	Gregory LaCava	K. Hepburn—Ginger Rogers—A. Menjou—G. Patrick
Fit for a King	848	Oct. 15	74	6640	Edw. Sedgwich	Joe E. Brown—Helen Mack—Paul Kelly
*Breakfast for Two	737	Oct. 22	67	6022	A. Santell	Barbara Stanwyck—Herbert Marshall
There Goes the Groom	807	Oct. 29	65	5848	Jos. Santley	B. Meredith—A. Southern—Mary Boland
November						
Fight for Your Lady	808	Nov. 5	67	5992	Ben Stoloff	John Boles—Ida Lupino—Jack Oakie—Margot Grahame
Living on Love	809	Nov. 12	61	5525	Lew Landers	James Dunn—Whitney Bourne
Victoria the Great	861	Nov. 12	113	10157	H. Wilcox	Anna Neagle—Anton Walbrook—H. B. Warner
*A Damsel in Distress	738	Nov. 19	101	9046	Geo. Stevens	Fred Astaire—Geo. Burns—Gracie Allen—Joan Fontaine—Ray Noble
High Flyers	810	Nov. 26	70	6301	Edw. Cline	Wheeler-Woolsey—Lupe Velez
December						
Danger Patrol	812	Dec. 3	60	5372	Lew Landers	John Beal—Sally Eilers—Harry Carey
Quick Money	811	Dec. 10	59	5348	Edw. Killy	Fred Stone—Gordon Jones—Dorothy Moore
Hitting a New High	814	Dec. 24	85	7660	Raoul Walsh	Lily Pons—John Howard—J. Oakie
Wise Girl	815	Dec. 31	70	6329	Leigh Jason	M. Hopkins—Ray Millard—Walter Abel
She's Got Every Thing	818	Dec. 31	72	6520	Jos. Santley	A. Sothern—G. Raymond—H. Broderick V. Moore—Parkyakarkus
January						
Crashing Hollywood	816	Jan. 7	61	5467	Lew Landers	Lee Tracy—Joan Woodbury
Everybody's Doing It	817	Jan. 14	67	6031	Christy Cabanne	Preston Foster—Sally Eilers
The Rat (English Prod.)	862	Jan. 21	69	76	Jack Raymond	Ruth Chatterton—Anton Walbrook
Double Danger	820	Jan. 28	62	5556	Lew Landers	Preston Foster—W. Bourne—D. Meek Samuel S. Hinds

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Release Schedule 1937–38 Features

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Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
February						
Snow White & Seven Dwarfs	891	Special Rel. Dat. Feb. 4	83	7462	.....	Walt Disney Feature
Radio City Revels	823	Feb. 11	90	8105	Ben Stoloff	Bob Burns—J. Oakie—M. Berle Kenny Baker—H. Broderick—Ann Miller J. Froman—V. Moore—Hal Kemp & Orch.
Bringing Up Baby*	739	Feb. 18	102	9201	Howard Hawks	K. Hepburn—C. Grant—Chas. Ruggles May Robson
Night Spot	821	Feb. 25	60	5390	Christy Cabanne	J. Woodbury—Gordon Jones—Parkyakarkus Allan Lane
March						
Maid's Night Out	822	Mar. 4	65	5820	Ben Holmes	J. Fontaine—B. Gilbert—Allan Lane
Hawaii Calls	846	Mar. 11	73	6530	Edw. Cline	B. Breen—I. Cobb—Ned Sparks Raymond Paige & Orchestra
April						
Condemned Women	813	Apr. 1	77	6921	Lew Landers	Sally Eilers—Louis Hayward Anne Shirley—Lee Patrick
This Marriage Business	824	Apr. 8	71	6415	Christy Cabanne	Victor Moore—Allan Lane—Vicki Lester
Joy of Living	826	Apr. 15	91	8160	Tay Garnett	Irene Dunne—Doug. Fairbanks, Jr.—Alice Brady Guy Kibbee—L. Ball
Go Chase Yourself	825	Apr. 22	70	6327	Edw. F. Cline	Joe Penner—Lucille Ball
May						
Law of the Underworld	827	May 6	61	5490	Lew Landers	Chester Morris—Anne Shirley—E. Giannelli W. Abel
Gun Law	881	May 13	60	5412	David Howard	Geo. O'Brien—Rita Oehmen
Vivacious Lady*	740	May 13	90	8140	Geo. Stevens	Ginger Rogers—James Stewart
Blind Alibi	829	May 20	61½	5536	Lew Landers	Richard Dix—W. Bourne
June						
Saint in New York	830	June 3	72	6518	Ben Holmes	Louid Hayward—Kay Sutton—Sig Rumann Jonathan Hale
King Kong (Reissue)	870	June 10	100	9029	M. Cooper F. Schoedsack	F. Wray—Bruce Cabot—Robt. Armstrong
Blond Cheat	831	June 17	62	5572	Jos. Santley	Joan Fontaine—Derrick DeMarney
Border G. Man	882	June 24	60	5444	David Howard	Geo. O'Brien—Larraine Johnson—Ray Whitley
July						
Having Wonderful Time.	819	July 1	70	6272	Alfred Santell	G. Rogers—D. Fairbanks, Jr.—L. Ball—Ann Miller—Red Skelton—Harvest Moon Contest Dancers
Crime Ring	836	July 8	70	6266	Leslie Goodwins	Allan Lane—F. Mercer
Little Women (Reissue)	871	July 8	115	10352	Geo. Cukor	K. Hepburn—J. Bennett—Paul Lukas—F. Dee —Jean Parker—May Oliver—Doug. Montgomery
Sky Giant	835	July 22	80	7243	Lew Landers	R. Dix—C. Morris—Joan Fontaine
Mother Carey's Chickens	833	July 29	82	7398	R. V. Lee	Ruby Keeler—A. Shirley—J. Ellison—Fay Bainter
August						
I'm From The City	834	Aug. 5	66	5953	Ben Holmes	Joe Penner—Richard Lane—Paul Guilfoyle— Kay Sutton—Lorraine Krueger
Painted Desert	883	Aug. 12	59	5288	David Howard	Geo. O'Brien—Larraine Johnson—Ray Whitley
Smashing The Rackets	832	Aug. 19	69	6201	Lew Landers	Chester Morris—Frances Mercer—Bruce Cabot
Breaking The Ice	845	Aug. 26	82	7337	Edward Cline	B. Breen—Chas. Ruggles—Dolores Costello
September						
Carefree	837	Sept. 2	83	7460	Mark Sandrich	Fred Astaire—Ginger Rogers—Ralph Bellamy— Kay Sutton
The Renegade Ranger	884	Sept. 16	59	5211	David How[illegible]	Geo. O'Bri[illegible]—Rita Hayworth—Ray Whitley

RKO Radio Pictures, Inc.

Release Schedule 1938–39 Features

As of October 15, 1939

Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
September						
Affairs of Annabel	902	Sept. 9	68	6094	Ben Stoloff	Jack Oakie—L. Ball
Fugitives for a Night	903	Sept. 23	63	5688	Leslie Goodwin	Frank Albertson—Eleanor Lynn—Adriênne Ames
Room Service	901	Sept. 30	78	7054	Wm. S. Seiter	Marx Bros.—Lucille Ball—Ann Miller—Frank Albertson
October						
Mr. Doodle Kicks Off	904	Oct. 7	77	6962	Leslie Goodwin	Joe Penner—June Travis
A Man to Remember	905	Oct. 14	79	7142	Garson Kanin	Edward Ellis—Anne Shirley—Lee Bowman
The Mad Miss Manton	906	Oct. 21	80	7214	Leigh Jason	Barbara Stanwyck—Henry Fonda
Tarnished Angel	907	Oct. 28	68	6106	Leslie Goodwin	Sally Eilers—Ann Miller—Lee Bowman
November						
Lawless Valley	981	Nov. 4	59	5296	David Howard	Geo. O'Brien—Kay Sutton
Annabel Takes A Tour	908	Nov. 11	67	6061	Lew Landers	Jack Oakie—L. Ball
The Law West of Tombstone	909	Nov. 18	73	6585	Glenn Tryon	Harry Carey—Tim Holt—Evelyn Brent—Jean Rouverol—Clarence Kolb
Peck's Bad Boy With The Circus	948	Nov. 25	68	6115	Edw. F. Cline	Tommy Kelly—Ann Gillis—Edgar Kennedy—Benita Hume—Billy Gilbert—Grant Mitchell
December						
Next Time I Marry	910	Dec. 9	65	5826	Garson Kanin	Lucille Ball—Jas. Ellison—Lee Bowman
January, 1939						
Pacific Liner	914	Jan. 6	76	6840	Lew Landers	Vic. McLaglen—Chester Morris—Wendy Barrie
The Great Man Votes	913	Jan. 13	72	6456	Garson Kanin	John Barrymore—Peter Holden—Virginia Weidler
Arizona Legion	982	Jan. 20	58	5262	David Howard	Geo. O'Brien—Laraine Johnson
February						
Boy Slaves	911	Feb. 10	72	6469	P. S. Wolfson	Anne Shirley
Star of Midnight (Reissue)	990	Feb. 17	90	8092	Stephen Roberts	Wm. Powell—Ginger Rogers—Leslie Fenton—Gene Lockhart
Lost Patrol (Reissue)	991	Feb. 17	73	6542	John Ford	Victor McLaglen—Boris Karloff—Wallace Ford
Gunga Din	912	Feb. 17	117	10523	George Stevens	Cary Grant—Victor McLaglen—Douglas Fairbanks, Jr.—Joan Fontaine
Beauty For The Asking	915	Feb. 24	68	6114	Glenn Tryon	Lucille Ball—Patrick Knowles—Donald Wood
March						
Twelve Crowded Hours	917	Mar. 3	64	5800	Lew Landers	Richard Dix—Lucille Ball—John Arledge
The Saint Strikes Back	918	Mar. 10	64	5785	John Farrow	Geo. Sanders—Wendy Barrie—Neil Hamilton
Trouble In Sundown	983	Mar. 24	60	5394	David Howard	Geo. O'Brien—Rosalind Keith—Ray Whitley
Almost A Gentleman	920	Mar. 31	65	5831	Lee Goodwins	Jas. Ellison—Helen Wood—Robt. Kent
April						
Love Affair	916	Apr. 7	88	7910	Leo McCarey	Charles Boyer—Irene Dunne
Flying Irishman	919	Apr. 7	72	6446	Leigh Jason	Douglas Corrigan—Paul Kelly—Robt. Armstrong
They Made Her A Spy	921	Apr. 14	69	6221	Jack Hively	Sally Eilers—Allan Lane
Fixer Dugan	922	Apr. 21	68	6141	Lew Landers	Lee Tracy—Virginia Weidler—Peggy Shannon
The Rookie Cop	923	Apr. 28	61	5456	David Howard	Tim Holt—Virginia Weidler—Janet Shaw

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Subject	Prod. No.	Release Date	Running Time	Running Footage	Director	Cast
May						
Sorority House	924	May 5	64	5751	John Farrow	Anne Shirley—James Ellison
Panama Lady	925	May 12	65	5877	Jack Hively	Lucille Ball—Allan Lane
Racketeers of the Range	984	May 26	62	5601	D. Ross Lederman	Geo. O'Brien—Marjorie Reynolds
June						
The Girl From Mexico	928	June 2	71	6424	Leslie Goodwin	Lupe Velez—Donald Woods—Leon Errol
The Girl and the Gambler	926	June 16	63	5660	Lew Landers	Leo Carrillo—Steffi Duna—Tim Holt
Five Came Back	927	June 23	75	6760	John Farrow	Chester Morris—Wendy Barrie—Lucille Ball
Timber Stampede	985	June 30	59	5340	David Howard	Geo. O'Brien—Marjorie Reynolds
The Saint in London	929	June 30	72	6502	J. P. Carstairs	Geo. Sanders—Sally Gray
July						
Career	930	July 7	79	7094	Leigh Jason	Anne Shirley—Edward Ellis
Lost Squadron (Reissue)	994	July 14	79	7123	Geo. Archainbaud	Joel McCrea—Richard Dix—Mary Astor—Robert Armstrong
Of Human Bondage (Reissue)	993	July 14	83	7460	John Cromwell	Leslie Howard—Bette Davis
Way Down South	947	July 21	63	5630	Bernard Vorhaus	Bobby Breen—Alan Mowbray—Ralph Morgan
The Spellbinder	931	July 28	69	6241	Jack Hively	Lee Tracy—Barbara Read—P. Knowles
August						
Bachelor Mother	932	Aug. 4	82	7393	Garson Kanin	Ginger Rogers—David Niven
Bad Lands	933	Aug. 11	70	6327	Lew Landers	Robert Barrat—N. Beery, Jr.—D. Walton
In Name Only	936	Aug. 18	94	8496	John Cromwell	Carole Lombard—Cary Grant—Kay Francis
September						
Conspiracy	935	Sept. 1	59	5328	Lew Landers	Allan Lane—Linda Hayes—Robt. Barrat
The Fighting Gringo	986	Sept. 8	59	5318	David Howard	George O'Brien—Lupita Tovar
Full Confession	*003	Sept. 8	73	6581	John Farrow	Victor McLaglen—Sally Eilers—Jos. Calleia—Barry Fitzgerald
The Day The Bookies Wept	*002	Sept. 15	64	5739	Les Goodwins	Joe Penner—Betty Grable—Tom Kennedy
My Fifth Ave. Girl	934	Sept. 22	83	7484	Gregory LaCava	Ginger Rogers—Walter Connelly—Verree Teasdale—James Ellison
Nurse Edith Cavell	*001	Sept. 29	98	8811	Herbert Wilcox	Anna Neagle—Edna May Oliver—Geo. Sanders—May Robson—Zasu Pitts
October						
Every Thing's On Ice	946	Oct. 6	67	6007	Bernard Vorhaus	Irene Dare
Three Sons	*004	Oct. 13	72	6517	Jack Hively	Edward Ellis—Virginia Vale—Robt. Stanton—William Gargan

* Indicates 1939-1940 Production.

RKA Radio Pictures, Inc.

Feature Release Schedule—1939-40 Season

June 26, 1940

Rel. Date	Prod. No.	Title	Director	Cast
Sept. 8.	003	Full Confession	John Farrow	V. McLaglen—S. Eilers—J. Calleia
Sept. 15	002	The Day the Bookies Wept	Les Goodwins	J. Penner—B. Grable
Sept. 20	001	Nurse Edith Cavell	Herbert Wilcox	A. Neagle—E. M. Oliver—G. Sanders
Oct. 13	004	Three Sons	Jack Hively	E. Ellis—W. Gargan—K. Taylor
Oct. 27	012	Sued for Libel	Les Goodwins	K. Taylor—L. Hayes—R. Lane
Nov. 3	010	The Flying Deuces	Ed. Sutherland	S. Laurel—O. Hardy—J. Parker
Nov. 3	081	Marshal of Mesa City (O'Brien #1)	David Howard	G. O'Brien—Virginia Vale
Nov. 10	006	Allegheny Uprising	Wm. A. Seiter	J. Wayne—C. Trevor—G. Sanders—B. Donlevy
Nov. 17	005	Meet Dr. Christian	Bernard Vorhaus	J. Hersholt—D. Lovett
Nov. 24	011	That's Right, You're Wrong	David Butler	K. Kyser—A. Menjou—L. Ball—M. Robson
Dec. 1	008	Reno	John Farrow	R. Dix—G. Patrick—A. Louise
Dec. 8	013	Two Thoroughbreds	Jack Hively	J. Lydon—J. M. Kerrigan
Dec. 29	015	The Hunchback of Notre Dame	Wm. Dieterle	C. Laughton—M. O'Hara—C. Hardwicke
1940				
Jan. 5	082	Legion of the Lawless (O'Brien #2)	David Howard	G. O'Brien—Virginia Hale
Jan. 12	016	Mexican Spitfire	Les Goodwins	Lupe Velez—Donald Woods—L. Errol
Jan. 19	014	Married and in Love	John Farrow	Alan Marshal—B. Read—P. Knowles—H. Vinson
Jan. 26	021	The Saint's Double Trouble	Jack Hively	G. Sanders—J. Hale—H. Whitney
Feb. 2	018	The Marines Fly High	Ben Stoloff	R. Dix—C. Morris—L. Ball—S. Duna
Feb. 9	007	Vigil in the Night	George Stevens	C. Lombard—A. Shirley—B. Aherne
Feb. 16	019	Swiss Family Robinson	Edward Ludwig	T. Mitchell—E. Best—F. Bartholomew
Feb. 23	091	Pinocchio		Walt Disney Production
Mar. 1	020	Little Orvie	Ray McCarey	J. Sheffield—E. Trucx—D. Tree
Mar. 8	017	Isle of Destiny	Elmer Clifton	W. Gargan—Wallace Ford—June Lang
Mar. 15	022	Millionaire Playboy	Les Goodwins	J. Penner—Linda Hayes—Dick Lane
Mar. 22	023	Primrose Path	Gregory LaCava	G. Rogers—J. McCrea—M. Rambeau
Apr. 5	030	The Courageous Dr. Christian	Bernard Vorhaus	J. Hersholt—D. Lovett
Apr. 12	083	Bullet Code (O'Brien #3)	David Howard	G. O'Brien—Virginia Vale
Apr. 19	009	Abe Lincoln in Illinois	John Cromwell	R. Massey—R. Gordon—M. Howard
Apr. 26	027	Curtain Call	Frank Woodruff	B. Read—J. Archer—H. Vinson
May 3	024	Irene	Herbert Wilcox	A. Neagle—R. Milland—R. Young—M. Robson
May 10	031	Beyond Tomorrow	Lee Garmes	C. Winninger—C. Aubrey Smith—Harry Carey
May 17	025	My Favorite Wife	Garson Kanin	I. Dunne—C. Grant—R. Scott
May 24	032	You Can't Fool Your Wife	Ray McCarey	L. Ball—J. Ellison
May 31	028	Bill of Divorcement	John Farrow	M. O'Hara—A. Menjou—F. Bainter
June 7	033	The Saint Takes Over	Jack Hively	G. Sanders—Wendy Barrie
June 14	084	Prairie Law (O'Brien #4)	David Howard	G. O'Brien—Virginia Vale
June 21	034	Pop Always Pays	Les Goodwins	L. Errol—Dennis O'Keefe—Adele Pearce
June 28	035	Anne of Windy Poplars	Jack Hively	A. Shirley—J. Ellison—Patrick Knowles—L. Campbell
July 5	036	Dr. Christian Meets the Women	Wm. McGann	J. Hersholt—Rod LaRocque—D. Lovett
July 12	039	Cross Country Romance	Frank Woodruff	Gene Raymond—Wendy Barrie
July 19	029	Tom Brown's School Days	Robt. Stevenson	Jimmy Lydon—Freddie Bartholomew—Cedric Hardwicke—Josephine Hutchinson
July 26	037	Millionaires in Prison	Ray McCarey	Lee Tracy—Linda Hayes
July 26	085	Stage to Chino (O'Brien #5)	Edward Killy	G. O'Brien—Virginia Vale
Aug. 2	041	Stranger on the Third Floor	Boris Ingster	Peter Lorre—John McGuire—Margaret Tallichet
Aug. 9	061	Queen of Destiny	Herbert Wilcox	Anna Neagle—Anton Walbrook
Aug. 16	042	One Crowded Night	Irving Reis	Billie Seward—Wm. Haade
Aug. 23	038	Lucky Partners	Louis Milestone	G. Rogers—Ronald Colman
Aug. 23	043	Wildcat Bus		Fay Wray—Charles Lang
Aug. 30	040	[illegible]	[illegible]	[illegible] Hayes Ball

Future Release Schedule

1940–41 Season

Rel. Date	Prod. No.	Title	Director	Cast
1940				
Aug. 16	171	The Ramparts We Watch		March of Time Prod.
Sept. 6	101	Men Against the Sky	Leslie Goodwins	Richard Dix—K. Taylor
Sept. 13	102	Dreaming Out Loud	Harold Young	Lum & Abner—F. Langford
Sept. 27	103	I'm Still Alive	Irving Reis	K. Taylor—Linda Hayes
Oct. 4	181	Wagon Train (Tim Holt #1)	Edward Killy	Tim Holt—M. O'Driscoll
Oct. 11	105	The Villain Still Pursued Her	Edward F. Cline	Hugh Herbert—A. Louise
Oct. 18	107	Laddie	Jack Hively	Tim Holt—V. Gilmore
Oct. 25	104	They Knew What They Wanted	Garson Kanin	C. Lombard—C. Laughton
Nov. 1	109	Li'l Abner	Albert Rogell	G. Owen—Mona Ray
Nov. 8	106	Too Many Girls	George Abbott	L. Ball—R. Carlson
Nov. 15	111	Mexican Spitfire Out West	Leslie Goodwins	Lupe Velez—Leon Errol
Nov. 22	108	You'll Find Out	David Butler	Kay Kyser & Orchestra
Nov. 29	113	Remedy for Riches (Dr. Christian #1)	Erle C. Kenton	J. Hersholt—D. Lovett
Dec. 6	182	Fargo Kid (Tim Holt #2)	Edward Killy	Tim Holt—J. Drummond
Dec. 13		No Release		
Dec. 20	114	No, No, Nanette	Herbert Wilcox	Anna Neagle—R. Carlson
Dec. 27	112	Kitty Foyle	Sam Wood	G. Rogers—D. Morgan
1941				
Jan. 3	161	Convoy	Pen Tennyson	C. Brook—J. Clements
Jan. 10	110	Little Men	Norman McLeod	K. Francis—Jack Oakie
Jan. 17	115	Let's Make Music	Leslie Goodwins	Bob Crosby—J. Rogers
Jan. 24	116	The Saint in Palm Springs	Jack Hively	G. Sanders—W. Barrie
Jan. 31	117	Mr. & Mrs. Smith	Alfred Hitchcock	C. Lombard—R. Montgomery
Feb. 7	183	Along the Rio Grande (Tim Holt #3)	Edward Killy	Tim Holt—Ray Whitley
Feb. 14	121	Play Girl	Frank Woodruff	K. Francis—J. Ellison
Feb. 21	123	Scattergood Baines	Christy Cabanne	Guy Kibbee—Dink Trout
Feb. 28		No Release		
Mar. 7		No Release		
Mar. 14	120	A Girl, A Guy and a Gob	Richard Wallace	G. Murphy—L. Ball
Mar. 21	119	Footlight Fever	Irving Reis	A. Mowbray—D. McBride
Mar. 28	124	Melody for Three (Dr. Christian #2)	Erle C. Kenton	Jean Hersholt
Mar. 28	162	Vivacious Lady (Re-issue)	George Stevens	G. Rogers—J. Stewart
Apr. 4	125	Repent at Leisure	Frank Woodruff	R. Taylor—W. Barrie
Apr. 11	122	The Devil and Miss Jones	Sam Wood	J. Arthur—R. Cummings
Apr. 18	184	Robbers of the Range (Tim Holt #4)	Edward Killy	Tim Holt—Virginia Vale
Apr. 25	128	They Met in Argentina	Leslie Goodwins	M. O'Hara—J. Ellison
May 2	163	Bringing Up Baby (Re-issue)	Howard Hawks	K. Hepburn—C. Grant
May 9		No Release		
May 16		No Release		
May 23	132	Scattergood Pulls the Strings	Christy Cabanne	Guy Kibbee—M. Coles
May 30	133	Sunny	Herbert Wilcox	Anna Neagle—J. Carroll
June 6	131	The Saint's Vacation	Leslie Fenton	H. Sinclair—S. Gray
June 13	185	Cyclone on Horseback (Tim Holt #5)	Edward Killy	Tim Holt—Ray Whitley
June 20	191	The Reluctant Dragon		Walt Disney's Sensational Feature Production
June 27	166	Frank Buck's Jungle Cavalcade (See note)		Frank Buck
July 4	126	Tom, Dick and Harry	Garson Kanin	G. Rogers—G. Murphy
July 11	134	They Meet Again (Dr. Christian #3)	Erle C. Kenton	J. Hersholt—D. Lovett
July 18	172	The Story of the Vatican	March of Time	Rt. Rev. Mon. Fulton J. Sheen
July 25	129	Hurry, Charlies, Hurry	Chas. Roberts	L. Errol—K. Howell—M. Coles
Aug. 1	135	My Life with Caroline	Lewis Milestone	R. Colman—Anna Lee—C. Winninger
Aug. 8	186	Six Gun Gold (Tim Holt #6)	David Howard	T. Holt—R. Whitley—Lasses White
Aug. 15	No Release			
Aug. 22	136	Scattergood Meets Broadway	Christy Cabanne	Guy Kibbee
Aug. 29	175	The Little Foxes	Wm. Wyler	Bette Davis—Herbert Marshall

RKO Radio Pictures, Inc.

Feature Release Schedule

1941/1942 Season

Release Date	Production No.	Title	Director	Cast	Running Time (Minutes)
			First Group		
9/5/41	201	Citizen Kane	Orson Welles	Orson Welles, Joseph Cotten, Dorothy Comingore, Ruth Warwick	119
9/12/41	202	Parachute Battalion	Les Goodwins	Rob't Preston, Edmond O'Brien, Harry Carey	75
9/26/41	203	Lady Scarface	Frank Woodruff	Dennis O'Keefe, Frances Neal, Judith Anderson	66
10/3/41	204	Father Takes a Wife	J. Hively	Adolphe Menjou, Gloria Swanson, Desi Arnaz	79
10/17/41	205	All That Money Can Buy	Wm. Dieterle	Edw. Arnold, Walt. Huston, Anne Shirley, Simone Simon, Jas. Craig	106
			Second Group		
10/24/41	206	The Gay Falcon	Irving Reis	Geo. Sanders, Wendy Barrie, Allen Jenkins	67
11/7/41	207	Unexpected Uncle	Peter Godfrey	Chas. Coburn, Anne Shirley, James Craig	67
11/14/41	208	Suspicion	Alfred Hitchcock	Cary Grant, Joan Fontaine, Sir Cedric Hardwicke	99
11/21/41	209	Look Who's Laughing	Allan Dwan	Ed. Bergen, Charlie McCarthy, Fibber McGee & Molly, Lucille Ball	79
11/28/41	210	Mexican Spitfire's Baby	Les Goodwins	Lupe Velez, Leon Erroll, Chas (Buddy) Rogers	70
			Third Group		
12/12/41	211	Week End for Three	Irving Reis	Dan. O'Keefe, Jane Wyatt, Philip Reed, Edw. E. Horton, Zasu Pitts	66
12/26/41	212	Playmates	David Butler	Kay Kyser & Orchestra, John Barrymore, Lupe Velez, Mae Robson	96
1/16/42	213	A Date with the Falcon	Irving Reis	George Sanders, Wendy Barrie, James Gleason	63
1/23/42	214	Four Jacks and a Jill	Jack Hively	Ray Bolger, Anne Shirley, Desi Arnaz	68
1/30/42	215	Obliging Young Lady	Richard Wallace	Joan Carroll, Edmond O'Brien, Ruth Warwick	80
			Fourth Group		
2/6/42	216	Valley of the Sun	George Marshall	Lucille Ball, Jas. Craig, B. Gilbert, Sir C. Hardwicke, Dean Jagger	79
2/13/42	217	Call Out the Marines	Frank Ryan	Victor McLaglen, Edmund Lowe, Binnie Barnes, Paul Kelly	67
2/20/42	218	Joan of Paris	Robert Stevenson	Michele Morgan, Paul Henreid, Th. Mitchell, L. Cregar, M. Robson	91
3/6/42	219	Sing Your Worries Away	Ed Sutherland	B. Lahr, June Havoc, B. Ebsen, Patsy Kelly, Dor. Lovett, S. Levene	71
3/13/42	220	Mexican Spitfire at Sea	Les Goodwins	L. Velez, L. Erroll, C. (B'dy) Rogers, Z. Pitts, E. Risdon, M. Martin	73
			Fifth Group		
4/24/42	221	The Bashful Bachelor	Mal St. Clair	Lum & Abner, Zasu Pitts, Louise Currie, Benny Rubin, Grady Sutton	77
5/1/42	222	Tuttles of Tahiti	Charles Vidor	Charles Laughton, Jon Hall, Peggy Drake, Victor Francin	91
5/8/42	223	Scattergood Rides High	C. Cabanne	Guy Kibbee, Dorothy Moore, Charles Lind, Ken. Howell, Jed Prouty	66
5/15/42	224	Mayor of 44th St.	Alfred E. Green	G. Murphy, A. Shirley, W. Gargan, R. Barthelmess, F. Martin & Band	86
			Sixth Group		
5/22/42	226	Syncopation	Wm. Dieterle	Adolphe Menjou, Jackie Cooper, Bonita Granville, Geo. Bancroft, Robert Benchley, Ted North, Frank Jenks, Mona Barry	88
5/29/42	227	Falcon Takes Over	Irving Reis	George Sanders, Lynn Bari, James Gleason, Allen Jenkins	63
6/12/42	228	My Favorite Spy	Tay Garnett	Kay Kyser, Ellen Drew, Jane Wyman, Robt. Armstrong, Helen Westley, Ish Kabibble	86
6/19/42	229	Powder Town	Roland V. Lee	Victor McLaglen, Edmond O'Brien, June Havoc, Dorothy Lovett	79
6/26/42	230	Mexican Spitfire Sees a Ghost	Les Goodwins	Leon Errol, Lupe Velez, Charles Buddy R...	70

RKO Radio Pictures Inc.

Feature Release Schedule

1941/1942 Season

Release Date	Production No.	Title	Director	Cast	Running Time (Minutes)
			Tim Holts		
10/10/41	281	Bandit Trail	Edward Killy	Tim Holt, Ray Whitley, Janet Waldo, Lee (Lasses) White	60
12/12/41	282	Dude Cowboy	David Howard	Tim Holt, Ray Whitley, Marjorie Reynolds, Lee (Lasses) White	59
2/27/42	283	Riding the Wind	Edward Killy	Tim Holt, Ray Whitley, Mary Douglas, Lee (Lasses) White	60
4/17/42	284	Land of Open Range	Edward Killy	Tim Holt, Ray Whitley, Janet Waldo, Lee (Lasses) White	60
6/5/42	285	Come on Danger	Edward Killy	Tim Holt, Frances Neal, Ray Whitley, Lee (Lasses) White	58
7/10/42	286	Thundering Hoofs	Lesley Selander	Tim Holt, Ray Whitley, Lee (Lasses) White, Luana Waters	61
			Specials		
10/31/41	293	Dumbo	Walt Disney	Walt Disney Cartoon Feature	64
1/9/42	252	Ball of Fire	Howard Hawks	B. Stanwyck, G. Cooper, Gene Krupe & Orchestra	111
4/10/42	292	Fantasia	Walt Disney	Walt Disney Production	81

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RKO Radio Pictures, Inc.

Feature Release Schedule

1942/1943 Season

Release Date	Production No.	Title	Director	Cast	Running Time (Minutes)
			First Group		
9/4/42	301	The Big Street	Irving Reis	H. Fonda, L. Ball, B. MacLane, A. Moorehead, E. Pallette, S. Levene, R. Collins	88
9/11/42	302	Mexican Spitfire's Elephant	Les Goodwins	L. Velez, L. Erroll, W. Reed, L. Talbot, E. Risdon	63
9/18/42	303	Wings and the Woman	Herbert Wilcox	A. Neagle, R. Newton	96
10/2/42	304	Highways by Night	Peter Godfrey	R. Carlson, J. Randolph, B. MacLane, J. Darwell	63
10/9/42	305	Here We Go Again	Allan Dwan	Fibber McGee and Molly, E. Bergen and C. McCarthy, H. (The Great Gildersleeve) Peary, G. Simms, R. Noble's Orchestra, B. (Mr. Wimple) Thompson	77
10/16/42	306	Scattergood Survives a Murder	Christy Cabanne	G. Kibbee, M. Hayes, J. Archer, W. Ford, J. Miljan, W. Best	66
2/12/42	307	Journey Into Fear	Norman Foster	O. Welles, J. Cotten, D. Del Rio, R. Warrick, E. Sloan, R. Bennett	71
10/30/42	308	The Navy Comes Through	A. Edward Sutherland	P. O'Brien, G. Murphy, J. Wyatt, J. Cooper, F. Jenks, D. Arnaz, M. Baer	82
11/6/42	309	The Falcon's Brother	Stanley Logan	G. Sanders, T. Conway, J. Randolph	63
11/13/42	310	Seven Days' Leave	Tim Whelan	V. Mature, L. Ball, H. (The Great Gildersleeve) Peary, M. McGuire, G. Simms, M. Cortes, B. Clark, R. Edwards' "Truth or Consequences" and C. Victor's "Court of Missing Heirs" Radio Shows, F. Martin's Orchestra, L. Brown and his Orchestra	87

1942/1943 Season

Release Date	Production No.	Title	Director	Cast	Running Time (Minutes)
			Third Group		
11/27/42	311	Once Upon A Honeymoon	Leo McCarey	G. Rogers, C. Grant, W. Slezak, A. Dekker, A. Basserman	115
12/4/42	312	Army Surgeon	A. Edward Sutherland	J. Ellison, J. Wyatt, K. Taylor, W. Reed	63
12/25/42	313	The Cat People	Jack Tourneur	S. Simon, J. Holt, J. Randolph, K. Smith, T. Conway	73
1/1/43	314	The Great Gildersleeve	Gordon Douglas	H. (The Great Gildersleeve) Peary, J. Darwell, F. Mercer, N. Gates, C. Arnt, M. Field	62
1/8/43	315	Seven Miles From Alcatraz	Edward Dmytryk	J. Craig, B. Granville, C. Edwards, F. Jenks, E. Gage, T. Birell	62
			Fourth Group		
1/22/43	316	Hitler's Children	Edward Dmytryk	T. Holt, B. Granville, O. Kruger, K. Smith, H. B. Warner, E. Gage	83
2/19/43	317	Two Weeks To Live	Mal St. Clair	Lum and Abner with F. Pangborn, H. Rawlinson, K. Linaker, J. Bacon	76
2/26/43	318	Cinderella Swings It	Paul Sawtelle	G. Kibbee, W. Best, R. Hogan, G. Warren, L. Kinsky	70
3/12/43	319	Tarzan Triumphs	William Thiele	J. Weissmuller, F. Gifford, J. (Boy) Sheffield	78
3/19/43	320	Forever And A Day	Rene Clair, Edmund Goulding, Sir C. Hardwicke, Frank Lloyd, Victor Saville, Robert Stevenson, Herbert Wilcox	B. Aherne, S. Allgood, W. Barrie, L. Belmore, B. Bevan, E. Blore, R. Bolger, N. Bruce, C. Coburn, C. Cook, G. Cooper, E. Cossart, D. Crisp, R. Cummings, R. Gardner, P. Godfrey, E. Gwenn, Sir C. Hardwicke, L. Hare, R. Haydn, H. Hobbes, E. E. Horton, I. Hunter, B. Keaton, P. Knowles, E. Lanchaster, C. Laughton, G. Lockhart, M. Love, I. Lupino, H. Marshall, J. Matthews, V. McLaglen, R. Milland, O. Myrtil, A. Neagle, M. Oberon, U. O'Connor, R. Owen, C. Rains, S. Robertson, C. A. Smith, K. Smith, R. Warrick, Dame M. Whitty, R. Young and 30 featured players.	104
			Fifth Group		
4/23/43	321	Fight For Freedom	Lothar Mendez	R. Russell, F. McMurray, H. Marshall, E. Cianelli	101
4/9/43	322	Ladies' Day	Les Goodwins	L. Velez, E. Albert, P. Kelly, M. Baer, J. Barclay, J. Cowan, I. Adrian	62
4/23/43	323	This Land Is Mine	Jean Renoir	C. Laughton, M. O'Hara, G. Sanders, W. Slezak, K. Smith, N. Gates, U. O'Connor, P. Merivale, G. Coularis, T. Hall, J. Donat	103
4/30/43	324	I Walked With A Zombie	Jack Tourneur	F. Dee, T. Conway, J. Ellison	69
5/7/43	325	The Falcon Strikes Back	Edward Dmytryk	T. Conway, J. Randolph, H. Hilliard, C. Edwards, E. Kennedy, W. Gibson	66
			Sixth Group		
5/21/43	326	Squadron Leader X	Lance Comfort	A. Dvorak, E. Portman, W. Fitzgerald, B. Jones	99
6/4/43	327	Gildersleeve's Bad Day	Gordon Douglas	H. (The Great Gildersleeve) Peary, J. Darwell, N. Gates, F. Mercer, C. Arnt, L. Randolph	62
6/25/48	328	The Leopard Man	Jack Tourneur	D. O'Keefe, Margo, R. Corday, J. Brooks, I. Jewell	66
as avail.	329	Bombardier	Richard Wallace	P. O'Brien, R. Scott, A. Shirley, E. Albert, W. Reed, B. MacLane	99
as avail.	330	Mr. Lucky	H. C. Potter	C. Grant, L. Day, C. Bickford, P. Stewart, H. Stephenson, G. Cooper	100
			Seventh Group		
as avail.	331	Petticoat Larceny	Ben Holmes	R. Warwick, J. Carroll, W. Reed, W. Brown, T. Kennedy	61
as avail.	332	The Falcon In Danger	William Clemens	T. Conway, J. Brooks, E. Shephard	70
as avail.	333	Spitfire's Blessed Event	Leslie Goodwin	L. Velez, L. Errol, W. Reed	63

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EXHIBIT 645

Warner Bros.—First National 1940–41 Feature Release Schedule

June 25, 1941

National Release Date	Release No.	Production	Cast	Run. Time Mins.
9/7/40	W 519	Calling All Husbands	George Tobias–Lucile Fairbanks Ernest Truex–George Reeves Florence Bates	64
9/14/40	F 554	No Time For Comedy	James Stewart–Rosalind Russell Genevieve Tobin–Charlie Ruggles	93
9/21/40	W 506	City For Conquest	James Cagney–Ann Sheridan Frank Craven–Donald Crisp Frank McHugh	106
9/28/40		(No Release)		
10/5/40	W 502	Knute Rockne–All American	Pat O'Brien–Gale Page Ronald Reagan–Donald Crisp	98
10/12/40	F 569	Father Is A Prince	Grant Mitchell–Nana Bryant John Litel–George Reeves Jan Clayton–Lee Patrick	56
10/19/40	W 511	A Dispatch From Reuter's	Edward G. Robinson–Edna Best Eddie Albert–Albert Basserman Gene Lockhart–Otto Kruger	90
10/26/40	F 561	Tugboat Annie Sails Again	Marjorie Rambeau–Alan Hale Jane Wyman–Ronald Reagan	77
11/2/40	F 570	Always A Bride	Rosemary Lane–George Reeves John Eldredge–Virginia Brissac	58
11/9/40	F 562	East of the River	John Garfield–Brend Marshall Marjorie Rambeau–George Tobias William Lundigan	74
11/16/40	W 513	South of Suez	George Brent–Brenda Marshall George Tobias–James Stephenson Lee Patrick–Eric Blore	86
11/23/40	F 552	The Letter	Bette Davis–Herbert Marshall James Stephenson–Frieda Inescort Gale Sondergaard	97
11/30/40	W 512	Lady With Red Hair	Miriam Hopkins–Claude Rains Richard Ainley–Laura Hope Crews	81
12/7/40	F 571	She Couldn't Say No	Roger Pryor–Eve Arden Cliff Edwards–Clem Bevans	63
12/14/40		(No Release)		
12/21/40	W 525	Here Comes The Navy (Re-release)	James Cagney–Pat O'Brien	86
12/28/40	F 551	Santa Fe Trail	Errol Flynn–Olivia de Havilland Raymond Massey–Ronald Reagan	110
1/4/41	W 503	Four Mothers	Lane Sisters–Gale Page Claude Rains–Jeffrey Lynn Eddie Albert–May Robson	86
1/11/41	F 572	Case of the Black Parrot	William Lundigan–Maris Wrixon Eddie Foy, Jr.–Paul Cavanaugh	60

National Release Date	Release No.	Production	Cast	Run. Time Mins.
1/18/41	W 510	Honeymoon For Three	Ann Sheridan–George Brent Charlie Ruggles–Osa Massen Jane Wyman	77
1/25/41	F 556	High Sierra	Ida Lupino–Humphrey Bogart Alan Curtis–Arthur Kennedy Joan Leslie–Henry Hull	100
2/1/41	W 520	Father's Son	John Litel–Frieda Inescort Billy Dawson–Christian Rub	57
2/8/41	W 514	Flight From Destiny	Geraldine Fitzgerald Thomas Mitchell–Jeffrey Lynn James Stephenson	74
2/15/41	W 515	The Great Mr. Nobody	Eddie Albert–Joan Leslie Alan Hale–William Lundigan	71
2/22/41	F 559	The Strawberry Blonde	James Cagney–Olivia de Havilland Rita Hayworth–Alan Hale Jack Carson–George Tobias	97
3/1/41	F 573	Shadows of the Stairs	Frieda Inescort–Paul Cavanagh Heather Angel–Bruce Lester	63
3/8/41	W 509	Footsteps In The Dark	Errol Flynn–Brenda Marshall Ralph Bellamy–Alan Hale	96
3/15/41	W 521	Here Comes Happiness	Mildred Coles–Edward Morris Richard Ainley–Russel Hicks	58
3/22/41	W 501	The Sea Wolf	Edward G. Robinson–Ida Lupino John Garfield–Gene Lockhart	100
3/29/41	F 568	Knockout	Arthur Kennedy–Olympe Bradna Virginia Field–Cliff Edwards	73
4/5/41	W 522	A Shot In The Dark	William Lundigan–Nan Wynn Ricardo Cortez–Regis Toomey	57
4/12/41	W 504	The Great Lie	Bette Davis–George Brent Mary Astor–Lucile Watson Hattie McDaniel	107
4/19/41	F 567	Strange Alibi	Arthur Kennedy–Joan Perry Jonathan Hale–John Ridgely	63
4/26/41	F 560	The Wagons Roll At Night	Humphrey Bogart–Sylvia Sidney Eddie Albert–Joan Leslie	84
5/3/41	500	Meet John Doe	Gary Cooper–Barbara Stanwyck Edward Arnold–Walter Brennan Spring Byington–James Gleason and Gene Lockhart	123
5/3/41	W 516	Thieves Fall Out	Eddie Albert–Joan Leslie Jane Darwell–Alan Hale	72
5/10/41	F 566	Affectionately Yours	Merle Oberon–Dennis Morgan Rita Hayworth–Ralph Bellamy	88
5/17/41	F 563	Singapore Woman	Brenda Marshall–David Bruce Virginia Field–Jerome Cowan Rose Hobart	64
5/24/41	W 523	The Nurse's Secret	Lee Patrick–Regis Toomey	65

National Release Date	Release No.	Production	Cast	Run. Time Mins.
5/31/41	W 508	Million Dollar Baby	Priscilla Lane–Jeffrey Lynn Ronald Reagan–May Robson	100
6/7/41	550	Devil Dogs of the Air	James Cagney–Pat O'Brien Margaret Lindsay–Frank McHugh	86
6/7/41	F 564	Shining Victory	James Stephenson Geraldine Fitzgerald Donald Crisp–Barbara O'Neil	80
6/14/41	F 555	Out of The Fog	John Garfield–Ida Lupino Eddie Albert–Thomas Mitchell George Tobias	86
6/21/41	W 524	Passage From Hongkong	Lucile Fairbanks–Keith Douglas Paul Cavanagh–Richard Ainley Marjorie Gateson	61
6/28/41	F 558	Underground	Jeffrey Lynn–Mona Maris Philip Dorn–Kaaren Verne	95
7/5/41	W 517	Kisses For Breakfast	Dennis Morgan–Jane Wyatt Shirley Ross–Lee Patrick Jerome Cowan–Una O'Connor	82
7/12/41	W 507	The Bride Came C.O.D.	James Cagney–Bette Davis Stuart Erwin–Eugene Pallette Jack Carson–George Tobias	92
7/19/41	W 518	Bullets For O'Hara	Joan Perry–Roger Pryor Anthony Quinn–Maris Wrixon	
7/26/41	F 557	Bad Men of Missouri	Dennis Morgan–Jane Wyman Wayne Morris–Arthur Kennedy	
8/2/41	F 574	Three Sons O' Guns	Wayne Morris–Marjorie Rambeau Irene Rich–Tom Brown William T. Orr–Susan Peters	65
8/9/41	W 505	Manpower	Edward G. Robinson Marlene Dietrich–George Raft Alan Hale–Frank McHugh	
8/16/41		(No Release)		
8/23/41	F 565	Highway West	Brenda Marshall–Arthur Kennedy Olympe Bradna–William Lundigan Slim Summerville	63
8/30/41	F 553	Dive Bomber (Technicolor)	Errol Flynn–Fred MacMurray Ralph Bellamy–Alexis Smith Robert Armstrong–Regis Toomey Allen Jenkins	

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Warner Bros.—First National 1939-40 Feature Release Schedule
August 31, 1940

National Release Date	Release No.	Production	Cast	Run. Time Mins.
9/2/9	F 452	The Old Maid	Bettie Davis-Miriam Hopkins George Brent-Donald Crisp Jane Bryan-Louise Fazenda	95
9/9/9	W 419	Nancy Drew and the Hidden Staircase	Bonita Granville-John Litel Frankie Thomas	60
9/16/9	F 461	Dust Be My Destiny	John Garfield-Priscilla Lane Alan Hale-Frank McHugh	88
9/23/9	F 469	No Place To Go	Dennis Morgan-Gloria Dickson Fred Stone	57
9/30/9	F 462	Espionage Agent	Joel McCrea-Brenda Marshall Jeffrey Lynn-George Bancroft	83
10/7/9	W 418	Pride of The Bluegrass	Gantry, The Blind Horse Edith Fellows-James McCallion	65
10/14/9	F 463	On Your Toes	Zorina-Eddie Albert-Alan Hale Frank McHugh-James Gleason	94
10/21/9	F 470	Smashing The Money Ring	Ronald Reagan-Margot Stevenson Eddie Foy, Jr.	57
10/28/9	W 403	The Roaring Twenties	James Cagney-Priscilla Lane Jeffrey Lynn-Humphrey Bogart Gladys George	106
11/4/9	W 411	Kid Nightingale	John Payne-Jane Wyman Walter Catlett-Ed Brophy	57
11/11/9	W 402	The Private Lives of Elizabeth and Essex (Technicolor)	Bette Davis-Errol Flynn Olivia deHavilland Donald Crisp	106
11/18/9	W 413	"Dead End" Kids On Dress Parade	"Dead End" Kids-John Litel Frankie Thomas-Cissie Loftus	62
11/25/9	F 458	We Are Not Alone	Paul Muni-Jane Bryan Flora Robson	112
12/2/9	F 464	The Return of Doctor X	Wayne Morris-Rosemary Lane Humphrey Bogart-Dennis Morgan	62
12/9/9	F 471	Private Detective	Jane Wyman-Dick Foran Gloria Dickson-Maxie Rosenbloom	55
12/16/9	V 481	The Mad Empress	Medea Novara-Lionel Atwill Conrad Nagel	72
12/25/9	F 453	Four Wives	Priscilla, Rosemary, Lola Lane Gale Page-Claude Rains Jeffrey Lynn-Eddie Albert John Garfield-May Robson	99
12/30/9	W 408	Invisible Stripes	George Raft-Jane Bryan William Holden-Humphrey Bogart Flora Robson	82
1/6/40	W 415	A Child Is Born	Geraldine Fitzgerald Gladys George-Jeffrey Lynn Gale Page-Spring Byington	79

National Release Date	Release No.	Production	Cast	Run. Time Mins.
1/13/40	W 406	Brother Rat and a Baby	Priscilla Lane–Jane Bryan Jane Wyman–Wayne Morris Eddie Albert–Ronald Reagan	87
1/20/40	W 416	British Intelligence	Boris Karloff–Margaret Lindsay Bruce Lester–Leonard Mudie	62
1/27/40	F 451	The Fighting 69th	James Cagney–Pat O'Brien George Brent–Jeffrey Lynn Alan Hale–Frank McHugh Dennis Morgan–Dick Foran	90
2/3/40	W 420	Calling Philo Vance	Jas. Stephenson–Margot Stevenson Henry O'Neill–Edward Brophy	62
2/10/40	W 421	Granny Get Your Gun	May Robson–Harry Davenport Hardie Albright	56
2/17/40	F 459	Castle On The Hudson	John Garfield–Ann Sheridan Pat O'Brien–Burgess Meredith	77
2/24/40		(No Release)		
3/2/40	F 457	The Story of Dr. Ehrlich's Magic Bullet	Edward G. Robinson–Ruth Gordon Otto Kruger–Donald Crisp	103
3/9/40		(No Release)		
3/16/40	F 465	Three Cheers for the Irish	Priscilla Lane–Thomas Mitchell Dennis Morgan–Alan Hale	100
3/23/40	W 404	Virginia City	Errol Flynn–Miriam Hopkins Randolph Scott–Humphrey Bogart Frank McHugh–Alan Hale Guinn "Big Boy" Williams	121
3/30/40		(No Release)		
4/6/40	W 407	It All Came True	Ann Sheridan–Jeffrey Lynn Humphrey Bogart–Zasu Pitts	97
4/13/40	W 422	King of the Lumberjacks	John Payne–Gloria Dickson Stanley Fields	58
4/20/40	F 456	'Til We Meet Again	Merle Oberon–George Brent Pat O'Brien–Geraldine Fitzgerald Binnie Barnes–Frank McHugh	99
4/27/40	F 468	An Angel From Texas	Eddie Albert–Rosemary Lane Wayne Morris–Ronald Reagan Jane Wyman–Ruth Terry	69
5/4/40	W 423	Tear Gas Squad	Dennis Morgan–Gloria Dickson John Payne	55
5/11/40	W 410	Saturday's Children	John Garfield–Anne Shirley Claude Rains–Roscoe Karns Lee Patrick–Dennie Moore	101
5/18/40	F 466	Flight Angels	Virginia Bruce–Ralph Bellamy Wayne Morris–Dennis Morgan Jane Wyman	74
5/25/40	F 455	Torrid Zone	James Cagney–Ann Sheridan Pat O'Brien–Andy Devine	88
6/1/40	F 472	Murder In The Air	Ronald Reagan–John Litel Lya Lys	55

RKO Radio Pictures, Inc.

Feature Release Schedule

1942/1943 Season

Release Date	Production No	Title	Director	Cast	Running Time (Minutes)
ter. release	334	Behind The Rising Sun	Edward Dmytryk	Margo, T. Neal, J. C. Naish	88
as avail.	335	The Sky's The Limit	E. H. Griffith	F. Astaire, J. Leslie, R. Benchley	90
			Tim Holts		
9/25/42	318	Bandit Ranger	Lesley Selander	T. Holt, C. Edwards, K. Harlan, J. Barclay	56
11/20/42	382	Pirates Of The Prairie	H. Bretherton	T. Holt, C. Edwards, Nell O'Day	57
1/29/43	383	Fighting Frontier	Lambert Hillyer	T. Holt, C. Edwards, A. Summers	57
4/2/43	384	Sagebrush Law	Sam Nelson	T. Holt, C. Edwards, J. Barclay	56
5/28/43	385	Avenging Rider	Sam Nelson	T. Holt, C. Edwards, A. Summers	56
7/23/43	386	Red River Robinhood	Lesley Selander	T. Holt, C. Edwards, B. Moffett	57
			Specials		
3/5/43	351	Pride of the Yankees	Sam Wood	G. Cooper, T. Wright, B. Ruth, W. Brennan, Veloz and Yolanda, R. Noble and his Orchestra	128
2/5/43	352	They Got Me Covered	David Butler	B. Hope, D. Lamour, O. Preminger, M. Martin, E. Cianelli, L. Aubert	97
as avail.	353	Spitfire	Leslie Howard	L. Howard, D. Niven, R. John, Pilots and Personnel of the Fighting Command of the Royal Air Force	90
8/21/42	391	Bambi	Walt Disney	W. Disney Animated Technicolor Feature	70
2/19/43	392	Saludos Amigos	Walt Disney	W. Disney's South American Technicolor Musical Feature, starring D. Duck, Goofy, Pedro and introducing J. Carioca, the South American "Jitterbird"	43
as avail.	336	Coastal Command	J. B. Holmes	Officers and Non-Commissioned Officers and men and women of the Coastal Command of the Royal Air Force	60
7/10/42	371	The Magnificent Ambersons	Orson Welles	J. Cotten, D. Costello, T. Holt, A. Baxter, A. Moorehead, R. Collins, R. Bennett	88

National Release Date	Release No.	Production	Cast	Run Time Mins.
6/8/40	W 405	Brother Orchid	Edward G. Robinson–Ann Sothern Humphrey Bogart–Ralph Bellamy Donald Crisp–Allen Jenkins	91
6/15/40	F 473	A Fugitive From Justice	Roger Pryor–Lucile Fairbanks Don Douglas	53
6/22/40	W 424	Gambling on the High Seas	Wayne Morris–Jane Wyman Gilbert Roland–John Litel Roger Pryor	56
6/29/40		(No Release)		
7/6/40	F 467	Man Who Talked Too Much	George Brent–Virginia Bruce Brenda Marshall–Richard Barthelmess–William Lundigan	75
7/13/40	F 454	All This, and Heaven Too	Bette Davis–Charles Boyer Jeffrey Lynn–Barbara O'Neil Virginia Weidler	143
7/20/40	W 409	My Love Came Back	Olivia deHavilland–Jeffrey Lynn Eddie Albert–Jane Wyman Charles Winninger–Spring Byington	85
7/27/40	F 474	Ladies Must Live	Wayne Morris–Rosemary Lane Roscoe Karns–Lee Patrick	58
8/3/40	F 460	They Drive By Night	George Raft–Ann Sheridan Ida Lupino–Humphrey Bogart Gale Page–Alan Hale–Roscoe Karns	95
8/10/40	W 414	River's End	Dennis Morgan–Elizabeth Earl Victor Jory–James Stephenson	69
8/17/40	W 417	Money And The Woman	Jeffrey Lynn–Brenda Marshall John Litel–Lee Patrick	67
8/24/40	W 412	Flowing Gold	John Garfield–Frances Farmer Pat O'Brien	82
8/31/40	W 401	The Sea Hawk	Errol Flynn–Brenda Marshall Claude Rains–Donald Crisp Flora Robson–Alan Hale	126

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Warner Bros.—First National 1938-39 Feature Release Schedule
August 31, 1939

National Release Date	Release No.	Production	Cast	Run. Time Mins.
9/3/8	W 306	Four's A Crowd	Errol Flynn–Olivia deHavilland Rosalind Russell–Patric Knowles	91
9/10/8	F 365	Secrets Of An Actress	Kay Francis–George Brent Ian Hunter–Gloria Dickson	70
9/17/8	W 305	Valley of the Giants (Technicolor)	Wayne Morris–Claire Trevor Frank McHugh–John Litel	79
9/24/8	F 352	Four Daughters	Priscilla, Rosemary and Lola Lane Gale Page–Claude Rains–Dick Foran John Garfield–Jeffrey Lynn May Robson–Frank McHugh	90
10/1/8	F 358	Garden of the Moon	Pat O'Brien–John Payne Margaret Lindsay–Jimmie Fidler Joe Venuti and His Swing Cats	94
10/8/8	F 368	Broadway Musketeers	Margaret Lindsay–Marie Wilson Ann Sheridan–John Litel Janet Chapman	62
10/15/8	W 302	The Sisters	Errol Flynn–Bette Davis Anita Louise–Ian Hunter Donald Crisp–Patric Knowles	99
10/22/8	F 369	Girls on Probation	Ronald Reagan–Jane Bryan Anthony Averill	63
10/29/8	F 355	Brother Rat	Wayne Morris–Priscilla Lane Jane Wyman–Eddie Albert Johnnie Davis–Henry O'Neill	89
11/5/8	W 310	Hard To Get	Dick Powell–Olivia deHavilland Charles Winninger–Allen Jenkins Bonita Granville–Melville Cooper	79
11/12/8	W 318	Torchy Gets Her Man	Glenda Farrell–Barton MacLane Tom Kennedy	62
11/19/8	W 319	Nancy Drew, Detective	Bonita Granville–John Litel Frankie Thomas	65
11/24/8	F 351	Angels With Dirty Faces	James Cagney–Pat O'Brien The "Dead End" Kids–Ann Sheridan Humphrey Bogart–George Bancroft	97
12/3/8	F 370	Comet Over Broadway	Kay Francis–Ian Hunter–John Litel Donald Crisp–Minna Gombel	69
12/10/8	F 362	Heart Of The North (Technicolor)	Dick Foran–Gloria Dickson Patric Knowles	85
12/17/8		(No Release)		
12/24/8	W 303	The Dawn Patrol	Errol Flynn–Basil Rathbone David Niven–Donald Crisp Melville Cooper	103
12/31/8	F 359	Going Places (C)	Dick Powell–Anita Louise Ronald Reagan–Allen Jenkins	84
1/7/9	W 313	Devil's Island	Boris Karloff–Hedda Harrigan James Stephenson	62

National Release Date	Release No.	Production	Cast	Run. Time Mins.
1/14/9	W 317	King of the Underworld	Humphrey Bogart–Kay Francis John Eldredge–James Stephenson	69
1/21/9	W 314	Off The Record	Pat O'Brien–Joan Blondell Bobby Jordan	71
1/28/9	W 307	They Made Me A Criminal	John Garfield–Claude Rains The "Dead End" Kids–Ann Sheridan	92
2/4/9	F 371	Torchy Blane in Chinatown	Glenda Farrell–Barton MacLane Tom Kennedy–Henry O'Neill Patric Knowles	58
2/11/9	W 309	Wings of the Navy (C)	George Brent–Olivia deHavilland John Payne–Frank McHugh John Litel–Victor Jory	89
2/18/9	F 372	Nancy Drew, Reporter	Bonita Granville–John Litel Frank Thomas, Jr.–Mary Lee	68
2/25/9	F 357	Yes, My Darling Daughter	Priscilla Lane–Jeffrey Lynn Roland Young–Fay Bainter May Robson–Genevieve Tobin	75
3/4/9	W 320	Secret Service of the Air	Ronald Reagan–John Litel Ila Rhodes–James Stephenson Eddie Foy, Jr.	61
3/11/9	W 308	The Oklahoma Kid	James Cagney–Humphrey Bogart Rosemary Lane–Donald Crisp	80
3/18/9	W 321	The Adventures of Jane Arden	Rosella Towne–William Gargan James Stephenson–Benny Rubin Dennie Moore	58
3/25/9	F 361	Blackwell's Island	John Garfield–Rosemary Lane Dick Purcell–Victor Jory	71
4/1/9	W 323	On Trial	Margaret Lindsay–John Litel Edward Norris–Janet Chapman	61
4/8/9	W 304	Dodge City (Technicolor)	Errol Flynn–Olivia deHavilland Ann Sheridan–Bruce Cabot Frank McHugh–Alan Hale	104
4/15/9	W 316	Women in the Wind	Kay Francis–William Gargan Victor Jory–Maxie Rosenbloom	65
4/22/9	F 354	Dark Victory	Bette Davis–George Brent Humphrey Bogart–Ronald Reagan Geraldine Fitzgerald	106
4/29/9	F 364	You Can't Get Away With Murder	Humphrey Bogart–Gale Page Billy Halop–John Litel	78
5/6/9	F 353	Confessions of a Nazi Spy	Edw. G. Robinson–Francis Lederer George Sanders–Paul Lukas Henry O'Neill	102
5/13/9	W 322	Torchy Runs For Mayor	Glenda Farrell–Barton MacLane	60
5/20/9	F 373	Sweepstakes Winner	Marie Wilson–Allen Jenkins Johnnie Davis–Charley Foy	59
5/27/9	F 374	Code of the Secret Service	Ronald Reagan–Rosella Towne Eddie Foy, Jr.	58

National Release Date	Release No.	Production	Cast	Run. Time Mins.
6/3/9	F 375	The Man Who Dared	Jane Bryan–Charley Grapewin Henry O'Neill	60
6/10/9	W 301	Juarez	Paul Muni–Bette Davis Brian Aherne–Claude Rains John Garfield–Donald Crisp	127
6/17/9	W 324	Nancy Drew, Trouble Shooter	Bonita Granville–John Litel Frankie Thomas	69
6/24/9	F 363	The Kid From Kokomo	Pat O'Brien–Wayne Morris Joan Blondell–May Robson	92
7/1/9	W 311	Naughty But Nice	Ann Sheridan–Dick Powell–Gale Page Helen Broderick–Allen Jenkins Zasu Pitts–Maxie Rosenbloom	90
7/8/9	W 312	Hell's Kitchen	"Dead End" Kids–Margaret Lindsay Ronald Reagan–Stanley Fields	81
7/15/9	W 325	Waterfront	Gloria Dickson–Dennis Morgan Marie Wilson–Larry Williams	59
7/22/9	F 360	Daughters Courageous	John Garfield–Gale Page Priscilla, Rosemary and Lola Lane Claude Rains–Jeffrey Lynn Fay Bainter–May Robson	107
7/29/9	F 366	The Cowboy Quarterback	Bert Wheeler–Marie Wilson Gloria Dickson	56
8/5/9	W 315	Indianapolis Speedway	Ann Sheridan–Pat O'Brien John Payne–Gale Page Frank McHugh	82
8/12/9	W 326	Torchy Plays With Dynamite	Jane Wyman–Allen Jenkins Tom Kennedy–Sheila Bromley	59
8/19/9	F 356	Each Dawn I Die	James Cagney–George Raft Jane Bryan–George Bancroft	92
8/26/9	F 367	Angels Wash Their Faces	"Dead End" Kids–Ann Sheridan Ronald Reagan	86
8/26/9	F 376	Everybody's Hobby	Irene Rich–Henry O'Neill Jackie Moran–Aldrich Bowker	54

W: Warner
F: First National
C: A Cosmopolitan Picture

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Warner Bros.—First National 1937-38 Feature Release Schedule
August 1, 1938

National Release Date	Release No.	Production	Cast	Run. Time Mins.
9/4/7	W 202	Varsity Show	Dick Powell-Fred Waring and His Pennsylvanians-Ted Healy Priscilla Lane-Rosemary Lane	121
9/11/7	W 218	Wine, Women and Horses	Barton MacLane-Ann Sheridan Dick Purcell-Peggy Bates	64
9/11/7	F 180	*Prairie Thunder (X)	Dick Foran-Ellen Clancy Frank Orth-Wilfred Lucas	54
9/18/7	F 254	That Certain Woman	Bette Davis-Henry Fonda Ian Hunter-Anita Louise	93
9/25/7	F 266	Back In Circulation	Pat O'Brien-Joan Blondell Margaret Lindsay	82
10/2/7	W 203	The Life of Emile Zola	Paul Muni-Gale Sondergaard Joseph Schildkraut-Henry O'Neill Erin O'Brien Moore	116
10/2/7	F 269	Love Is On The Air	Ronald Reagan-June Travis-Eddie Acuff-Ben Welden-Robert Barrat	61
10/9/7	F 265	They Won't Forget	Claude Rains-Gloria Dickson Edward Norris-Otto Kruger Allyn Joslyn-Lana Turner	95
10/16/7	F 272	Over The Goal	June Travis-William Hopper Johnnie Davis-Mabel Todd Gordon Oliver	63
10/23/7	F 257	The Perfect Specimen	Errol Flynn-Joan Blondell Hugh Herbert-Edward Everett Horton Dick Foran-Beverly Roberts May Robson-Allen Jenkins	97
10/30/7	W 209	The Great Garrick	Brian Aherne-Olivia deHavilland Edward Everett Horton Melville Cooper-Lionel Atwill Henry O'Neill-Luis Alberni	89
10/30/7	F 164	*West of Shanghai	Boris Karloff-Beverly Roberts Ricardo Cortez	65
11/6/7	F 264	Alcatraz Island (C)	John Litel-Ann Sheridan Mary Maguire-Gordon Oliver Dick Purcell	64
11/13/7	F 271	The Adventurous Blonde	Glenda Farrell-Barton MacLane Anne Nagel-Tom Kennedy Natalie Moorhead	61
11/20/7	W 207	It's Love I'm After	Leslie Howard-Bette Davis Olivia deHavilland-Patric Knowles Eric Blore-George Barbier	90
11/27/7	F 258	Submarine D-1 (C)	Pat O'Brien-Wayne Morris Geo. Brent-Frank McHugh Doris Weston	105
11/27/7	W 223	Expensive Husbands	Patric Knowles-Beverly Roberts Allyn Joslyn-Gordon Oliver	62

National Release Date	Release No.	Production	Cast	Run. Time Mins.
12/4/7	W 210	First Lady	Kay Francis–Preston Foster Anita Louise–Walter Connolly Verree Teasdale–Victor Jory	82
12/11/7	F 268	Sh! The Octopus	Hugh Herbert–Allen Jenkins Marcia Ralston	54
12/11/7	F 273	Missing Witnesses	John Litel–Dick Purcell–Jean Dale	61
12/18/7	F 270	She Loved A Fireman	Dick Foran–Ann Sheridan Robert Armstrong	57
12/25/7	W 201	Tovarich	Claudette Colbert–Charles Boyer Basil Rathbone–Anita Louise	98
1/1/8	W 220	Sergeant Murphy	Ronald Reagan–Mary Maguire Donald Crisp	57
1/8/8	F 274	The Patient In Room 18	Patric Knowles–Ann Sheridan Eric Stanley–John Ridgely Rosella Towne–Jean Benedict	59
1/15/8	F 253	Hollywood Hotel	Dick Powell–Benny Goodman Band Louella Parsons–Rosemary Lane Hugh Herbert–Ted Healy–Lola Lane Glenda Farrell–Frances Langford The Three Stooges	109
1/22/8	W 231	**Bordertown	Paul Muni–Bette Davis Margaret Lindsay–Eugene Pallette	90
1/22/8	W 224	The Invisible Menace	Boris Karloff–Marie Wilson Eddie Craven	55
1/29/8	W 211	Swing Your Lady	Frank McHugh–Humphrey Bogart Louise Fazenda–Allen Jenkins Nat Pendleton–The Weaver Brothers and Elvira–Penny Singleton	79
2/5/8	W 225	Blondes At Work	Glenda Farrel–Barton MacLane	63
2/12/8	F 279	Daredevil Driyers	Beverly Roberts–Dick Purcell Gloria Blondell–Gordon Oliver	59
2/12/8	W 214	The Kid Comes Back	Wayne Morris–Barton MacLane June Travis–Maxie Rosenbloom	61
2/19/8	F 255	(C) Gold is Where You Find It (Technicolor)	George Brent–Olivia deHavilland Claude Rains–Margaret Lindsay	97
2/26/8	W 226	Penrod & His Twin Brother	Billy and Bobby Mauch Frank Craven–Spring Byington	63
3/5/8	F 256	A Slight Case of Murder	Edward G. Robinson–Jane Bryan Allen Jenkins–Ruth Donnelly	85
3/12/8	W 216	Love, Honor and Behave	Wayne Morris–Priscilla Lane John Litel–Dick Foran	71
3/19/8	W 221	He Couldn't Say No	Frank McHugh–Jane Wyman Cora Witherspoon	57
3/26/8	W 204	Jezebel	Bette Davis–Henry Fonda George Brent–Margaret Lindsay	104
4/2/8	W 212	Over The Wall (C)	Dick Foran–June Travis John Litel–Dick Purcell	66

National Release Date	Release No.	Production	Cast	Run. Time Mins.
4/9/8	W 222	Accidents Will Happen	Ronald Reagan–Gloria Blondell Sheila Bromley	62
4/16/8	F 252	Fools For Scandal	Carole Lombard–Fernand Gravet Ralph Bellamy–Allen Jenkins	81
4/23/8	F 261	Women Are Like That	Kay Francis–Pat O'Brien Ralph Fobes–Melville Cooper	78
4/30/8	F 267	Beloved Brat	Bonita Granville–Dolores Costello Donald Crisp–Natalie Moorhead	62
5/7/8	F 275	Torchy Blane in Panama	Lola Lane–Paul Kelly	59
5/14/8	F 251	Adventures of Robin Hood (Technicolor)	Errol Flynn–Olivia deHavilland Basil Rathbone–Claude Rains Patric Knowles–Ian Hunter	102
5/21/8	F 277	Mystery House	Dick Purcell–Ann Sheridan Anne Nagel–William Hopper	56
5/28/8	F 259	Crime School	The "Dead End" Kids Humphrey Bogart–Gale Page	86
6/4/8	W 219	Little Miss Thoroughbred	Ann Sheridan–John Litel Frank McHugh–Janet Chapman	63
6/11/8	W 206	Gold Diggers In Paris	Rudy Valee–Rosemary Lane Hugh Herbert–Allen Jenkins The Schnickelfritz Band	97
6/18/8	F 263	When Were You Born?	Margaret Lindsay–Anna May Wong Lola Lane–Anthony Averill	65
6/25/8	W 208	White Banners (C)	Claude Rains–Fay Bainter Jackie Cooper–Bonita Granville	92
7/2/8	W 215	Men Are Such Fools	Wayne Morris–Priscilla Lane Humphrey Bogart–Hugh Herbert	69
7/9/8	F 260	My Bill	Kay Francis–Bonita Granville Anita Louise–Bobby Jordan John Litel–Dickie Moore	64
7/16/8	W 217	Cowboy From Brooklyn (C)	Dick Powell–Pat O'Brien Priscilla Lane–Dick Foran Ann Sheridan–Johnnie Davis	77
7/23/8	F 276	Penrod's Double Trouble	The Mauch Twins–Dick Purcell Gene Lockhart–Kathleen Lockhart	60
7/30/8	F 262	Amazing Dr. Clitterhouse	Edward G. Robinson–Claire Trevor Humphrey Bogart–Allen Jenkins Donald Crisp–Gale Page	87
8/6/8	W 227	Mr. Chump	Johnnie Davis–Lola Lane Penny Singleton–Donald Briggs	60
8/13/8	W 205	Racket Busters (C)	Humphrey Bogart–George Brent Gloria Dickson–Allen Jenkins	71
8/20/8		(No Release)		
8/27/8	W 213	Boy Meets Girl	James Cagney–Pat O'Brien Marie Wilson–Ralph Bellamy	86

W: Warner
F: First National
C: A Cosmopolitan Picture
X: Western
*: 1936–37 Release
**: Re-Release

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Warner Bros.—First National 1936-37 Feature Release Schedule
July 15, 1937

National Release Date	Release No.	Production	Cast	Run. Time Mins.
9/5/6	W 118	The Bengal Tiger	Barton MacLane–June Travis Warren Hull	60
9/5/6	F 979	*Trailin' West (X)	Dick Foran–Paula Stone Gordon Elliott–Addison Richards Robert Barrat	56
9/12/6	F 155	Stage Struck.	Dick Powell–Joan Blondell Frank McHugh–Yacht Club Boys	91
9/19/6	F 177	Down the Stretch	Patricia Ellis–Mickey Rooney Dennis Moore–William Best	66
9/26/6	W 109	Give Me Your Heart (C)	Kay Francis–George Brent Roland Young–Patric Knowles Frieda Inescort	86
10/3/6	W 107	A Midsummer Night's Dream	Dick Powell–Joe E. Brown James Cagney–Olivia deHavilland Anita Louise–Jean Muir–Victor Jory	117
10/10/6	W 119	Isle of Fury	Donald Woods–Margaret Lindsay Humphrey Bogart–Paul Graetz	60
10/17/6	W 103	Cain and Mabel (C)	Marion Davies–Clark Gable	90
10/24/6	F 169	Here Comes Carter!	Ross Alexander–Glenda Farrell Anne Nagel–Craig Reynolds	60
10/31/6	F 170	The Case of the Black Cat	Ricardo Cortez–June Travis Craig Reynolds	66
11/7/6	W 901	*The Charge of the Light Brigade	Errol Flynn–Olivia deHavilland Patric Knowles–Henry Stephenson	115
11/14/6	F 167	The Captain's Kid	Sybil Jason–Guy Kibbee May Robson–Dick Purcell	72
11/14/6	W 930	*California Mail (X)	Dick Foran–Linda Perry Milton Kibbee	56
11/21/6	F 152	Three Men On A Horse	Frank McHugh–Joan Blondell Guy Kibbee–Carol Hughes Allen Jenkins–Sam Levene Teddy Hart	86
11/28/6	W 120	Fugitive In The Sky	Jean Muir–Warren Hull Winifred Shaw	58
12/5/6	W 111	Polo Joe	Joe E. Brown–Carol Hughes Richard "Skeets" Gallagher	65
12/12/6	W 421	**One Way Passage	William Powell–Kay Francis Frank McHugh–Aline MacMahon	69
12/19/6	W 121	King of Hockey	Dick Purcell–Anne Nagel Marie Wilson	55
12/26/6	F 151	Gold Diggers of 1937	Dick Powell–Joan Blondell Victor Moore–Glenda Farrell Lee Dixon–Osgood Perkins Rosalind Maronis	101
1/2/7	W 122	Smart Blonde	Glenda Farrell–Barton MacLane Winifred Shaw–Craig Reynolds	59

National Release Date	Release No.	Production	Cast	Run. Time Mins.
1/2/7	F 960	*Guns of the Pecos (X)	Dick Foran–Anne Nagel	58
1/9/7	F 130	Sing Me A Love Song (C)	James Melton–Patricia Ellis Hugh Herbert–Zasu Pitts Allen Jenkins	79
1/16/7	W 105	God's Country and the Woman (Technicolor)	George Brent–Beverly Roberts Barton MacLane–Robert Barrat Alan Hale	85
1/27/7	F 171	Once a Doctor	Jean Muir–Donald Woods	58
1/30/7	W 108	Black Legion	Humphrey Bogart–Ann Sheridan Dick Foran	83
2/6/7	F 157	Stolen Holiday	Kay Francis–Claude Rains Ian Hunter–Alisne Skipworth Alexander D'Aroy	80
2/13/7	W 110	The Great O'Malley	Pat O'Brien–Humphrey Bogart Sybil Jason–Ann Sheridan Frieda Inescort–Donald Crisp	71
2/20/7	F 154	Green Light (C)	Errol Flynn–Anita Louise Margaret Lindsay–Sir Cedric Hardwicke–Henry O'Neill	86
2/27/7	F 172	Penrod and Sam	Billy Mauch–Frank Craven Spring Byington–Craig Reynolds Harry Watson–Jackie Morrow	64
3/6/7	W 112	Ready, Willing and Able	Ruby Keeler–Lee Dixon Allen Jenkins–Louise Fazenda Winifred Shaw	93
3/6/7	W 134	Midnight Court	Ann Dvorak–John Litel– Walter Miller	63
3/13/7	W 128	Land Beyond the Law (X)	Dick Foran–Linda Perry Wayne Morris	54
3/20/7	F 173	Her Husband's Secretary	Warren Hull–Jean Muir Beverly Roberts	61
3/27/7	W 104	The King & The Chorus Girl	Fernand Gravet–Joan Blondell Edward Everett Horton Mary Nash–Luis Alberni	95
4/3/7	F 174	Men In Exile	Dick Purcell–June Travis Alan Baxter–Margaret Irving	58
4/10/7	F 156	Marked Woman	Bette Davis–Humphrey Bogart Allen Jenkins–Henry O'Neill	96
4/17/7	F 175	That Man's Here Again	Hugh Herbert–Mary Maguire Tom Brown–Teddy Hart	58
4/17/7	W 113	Call It A Day (C)	Olivia deHavilland–Ian Hunter Anita Louise–Alice Brady Roland Young–Frieda Inescort	89
4/24/7	F 161	Mountain Justice	Josephine Hutchinson–George Brent Guy Kibbee–Mona Barrie– Robt. Barrat	82
5/1/7	W 117	Melody For Two	James Melton–Patricia Ellis Dick Purcell–Winifred Shaw	60

National Release Date	Release No.	Production	Cast	Run. Time Mins.
5/8/7	F 152	The Prince and the Pauper	Errol Flynn–The Mauch Twins Claude Rains–Henry Stephenson	120
5/15/7	F 178	Cherokee Strip (X)	Dick Foran–Jane Bryan– David Carlyle	55
5/15/7	F 168	Dragerman Courage	Barton MacLane–Jean Muir Henry O'Neill–Robert Barrat	58
5/22/7	W 115	The Go Getter (C)	George Brent–Anita Louise Charles Winninger–Henry O'Neill	92
5/29/7	W 102	Kid Galahad	Edward G. Robinson–Bette Davis Humphrey Bogart–Wayne Morris Jane Bryan	101
5/5/7	F 176	The Case of the Stuttering Bishop	Donald Woods–Ann Dvorak– Anne Nagel–Linda Perry– Craig Reynolds	70
6/12/7	W 114	Slim	Pat O'Brien–Henry Fonda Margaret Lindsay–Stuart Erwin	86
6/12/7	W 129	Blazing Sixes (X)	Dick Foran–Helen Valkis	55
6/19/7	W 125	Fly-Away Baby	Glenda Farrell–Barton MacLane Hugh O'Connell–Marcia Ralston	60
6/19/7	W 127	White Bondage	Jean Muir–Gordon Oliver– Joseph King	60
6/26/7	W 106	Another Dawn	Kay Francis–Errol Flynn– Ian Hunter–Frieda Inescort Billy Bevan	73
7/3/7	W 101	The Singing Marine	Dick Powell–Hugh Herbert Doris Weston–Lee Dixon– Allen Jenkins	105
7/10/7	W 126	Public Wedding	Jane Wyman–Dick Purcell William Hopper–Marie Wilson	58
7/10/7	F 179	Empty Holsters (X)	Dick Foran–Patricia Walthall	62
7/17/7	F 162	Ever Since Eve (C)	Marion Davies–Robert Montgomery Frank McHugh–Patsy Kelly Allen Jenkins	79
7/24/7	F 166	Talent Scout	Donald Woods–Jeanne Madden Fred Lawrence–Rosalind Marquis	62
7/31/7	W 116	Marry The Girl	Mary Boland–Frank McHugh Hugh Herbert–Carol Hughes Allen Jenkins–Mischa Auer	68
8/7/7	F 163	San Quentin	Pat O'Brien–Humphrey Bogart Ann Sheridan–Barton MacLane	70
8/14/7	F 165	Dance Charlie Dance	Stuart Erwin–Jean Muir Glenda Farrell–Allen Jenkins	64
8/14/7	W 130	The Devil's Saddle Legion (X)	Dick Foran–Anne Nagel	
8/21/7	F 159	Mr. Dodd Takes The Air	Kenny Baker–Frank McHugh Jane Wyman–Alice Brady– Henry O'Neill	

National Release Date	Release No.	Production	Cast	Run Time Mins.
8/21/37	W 123	Footloose Heiress	Ann Sheridan–Craig Reynolds Anne Nagel–Teddy Hart	
8/28/7	F 158	Confession	Kay Francis–Basil Rathbone Ian Hunter–Robert Barrat	
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9/7/35	W 905	Page Miss Glory (C)	Marion Davies–Pat O'Brien Dick Powell–Mary Astor Frank McHugh–Lyle Talbot Patsy Kelly–Allen Jenkins	92
9/7/35	W 918	Little Big Shot	Robert Armstrong–Glenda Farrell Edward Everett Horton Sybil Jason	72
9/14/35	W 908	Special Agent (C)	Bette Davis–George Brent Ricardo Cortez–Jack LaRue Henry O'Neill	78
9/21/35	F 967	The Goose and the Gander	Kay Francis–George Brent Genevieve Tobin–Ralph Forbes	65
9/28/35	W 919	I Live For Love	Dolores Del Rio–Everett Marshall Guy Kibbee–Allen Jenkins Hobart Cavanaugh	64
10/5/35	F 966	The Case of the Lucky Legs	Warren William–Barton MacLane Geneive Tobin–Patricia Ellis	77
10/12/35	F 952	Shipmates Forever (C)	Dick Powell–Ruby Keeler Lewis Stone–Ross Alexander Eddie Acuff–Dick Foran John Arledge	109
10/19/35	W 909	Dr. Socrates	Paul Muni–Ann Dvorak Barton MacLane–Robert Barrat	70
10/26/35	W 920	Personal Maid's Secret	Warren Hull–Margaret Lindsay Ruth Donnelly–Anita Louise	58
11/2/35	W 928	Moonlight on the Prairie (X)	Dick Foran–Sheila Mannors George E. Stone–Robert Barrat	63
11/9/35	F 968	The Payoff	James Dunn–Claire Dodd Patricia Ellis–Alan Dinehart	64
11/16/35	F 958	I Found Stella Parish	Kay Francis–Ian Hunter Sybil Jason–Paul Lukas Barton MacLane–Eddie Acuff	84
11/23/35	W 917	Stars Over Broadway	Pat O'Brien–James Melton Jane Froman–Jean Muir Frank McHugh	89
11/30/35	W 907	Frisco Kid	James Cagney–Margaret Lindsay Ricardo Cortez–Lili Damita	77
12/7/35	F 963	Broadway Hostess	Wini Shaw–Phil Regan Genevieve Tobin–Lyle Talbot Allen Jenkins	69
12/14/35	W 916	Miss Pacific Fleet	Joan Blondell–Glenda Farrell Hugh Herbert–Warren Hull	66

W: Warner F: First National C: A Cosmopolitan Picture
X: Western *: 1935-36 Release **: Re-Issue

National Release Date	Release No.	Production	Cast	Run. Time Mins.
12/21/35	F 969	Man of Iron	Barton MacLane–Mary Astor John Eldredge	61
12/28/35	F 855	*Captain Blood (C)	Errol Flynn–Olivia de Havilland Lionel Atwill–Basil Rathbone Ross Alexander–Guy Kibbee	119
1/4/36	W 910	Dangerous	Bette Davis–Franchot Tone Margaret Lindsay–Alison Skipworth–John Eldredge–Dick Foran	78
1/11/36	F 970	The Murder of Dr. Harrigan	Kay Linaker–Ricardo Cortez Mary Astor–John Eldredge Joseph Crehan	67
1/18/36	W 922	Freshman Love	Frank McHugh–Patricia Ellis Warren Hull–Joe Cawthorn	67
1/25/36	F 953	Ceiling Zero (C)	James Cagney–Pat O'Brien June Travis–Stuart Erwin Barton MacLane	95
2/1/36	W 921	The Widow From Monte Carlo	Warren William–Dolores Del Rio Louise Fazenda–Colin Clive	60
2/8/36	W 904	The Petrified Forest	Leslie Howard–Bette Davis Humphrey Bogart–Genevieve Tobin Dick Foran	83
2/15/36	W 923	Man Hunt	Ricardo Cortez Marguerite Churchill Chas. "Chic" Sale–William Gargan	61
2/22/36	F 956	The Story of Louis Pasteur (C)	Paul Muni–Josephine Hutchinson Anita Louise–Donald Woods	87
2/29/36	F 978	Song of The Saddle (X)	Dick Foran–Alma Lloyd Chas. Middleton–Addison Richards	58
3/7/36	W 915	Boulder Dam	Ross Alexander–Patricia Ellis Lyle Talbot–Henry O'Neill	70
3/14/36	W 914	The Walking Dead	Boris Karloff–Ricardo Cortez Marguerite Churchill	66
3/21/36	W 903	Colleen	Ruby Keeler–Dick Powell Joan Blondell–Jack Oakie Hugh Herbert–Louise Fazenda Paul Draper–Marie Wilson	89
3/28/36	F 964	Road Gang	Donald Woods–Kay Linaker Henry O'Neill–Carlyle Moore, Jr.	62
4/4/36	F 971	Snowed Under	George Brent–Genevieve Tobin Glenda Farrell–Frank McHugh	63
4/11/36	F 954	The Singing Kid	Al Jolson–Wini Shaw–Sybil Jason Edward Everett Horton The Yacht Club Boys Cab Calloway and His Band	84
4/18/36	F 972	Brides Are Like That	Ross Alexander–Anita Louise Kathleen Lockhart–Gene Lockhart	67
4/25/36	W 906	I Married A Doctor	Pat O'Brien–Josephine Hutchinson Ross Alexander–Guy Kibbee	83

National Release Date	Release No.	Production	Cast	Run. Time Mins.
5/2/36	W 929	Treachery Rides the Range (X)	Dick Foran–Paula Stone Monte Blue–Craig Reynolds	56
5/9/36	W 924	Times Square Playboy	Warren William–June Travis Barton MacLane–Gene Lockhart	62
5/16/36	F 973	The Law In Her Hands	Margaret Lindsay–Glenda Farrell Warren Hull–Lyle Talbot	58
5/23/36	F 959	The Golden Arrow	Bette Davis–George Brent Carol Hughes–Henry O'Neill	68
5/30/36	W 911	Sons O' Guns	Joe E. Brown–Joan Blondell Beverly Roberts–Winifred Shaw	79
6/6/36	F 961	Bullets or Ballots	Edw. G. Robinson–Joan Blondell Barton MacLane–Humphrey Bogart Frank McHugh	81
6/13/36	F 974	Murder by an Aristocrat	Lyle Talbot–Marguerite Churchill Claire Dodd–John Eldredge	60
6/20/36	F 955	Hearts Divided (C)	Marion Davies–Dick Powell Charlie Ruggles–Claude Rains Edward E. Horton–Arthur Treacher	70
6/27/36	W 925	The Big Noise	Guy Kibbee–Warren Hull Alma Lloyd–Dick Foran	55
7/4/36	F 951	The White Angel	Kay Francis–Ian Hunter Donald Woods–Henry O'Neill	91
7/11/36	F 977	Two Against The World	Humphrey Bogart–Claire Dodd Henry O'Neill	57
7/18/36	W 926	Hot Money	Ross Alexander–Beverly Roberts Joseph Cawthorn–Paul Graetz	68
7/18/36	F 962	Earthworm Tractors	Joe E. Brown–June Travis Guy Kibbee–Dick Foran Carol Hughes–Gene Lockhart	69
7/25/36	W 913	Public Enemy's Wife	Pat O'Brien–Margaret Lindsay Robert Armstrong–Cesar Romero	69
8/1/36	W 902	The Green Pastures	A Fable by Marc Connelly	93
8/8/36	W 927	Jailbreak	June Travis–Craig Reynolds Barton MacLane	60
8/8/36	W 912	Satan Met A Lady	Bette Davis–Warren William Alison Skipworth–Arthur Treacher	74
8/15/36	F 965	Case of the Velvet Claws	Warren William–Claire Dodd Winifred Shaw	63
8/22/36	F 960	China Clipper	Pat O'Brien–Beverly Roberts Ross Alexander–Humphrey Bogart	
8/22/36	F 975	Love Begins At Twenty	Hugh Herbert–Patricia Ellis Warren Hull–Hobart Cavanaugh	58
8/29/36	W 801	*Anthony Adverse	Frederic March–Olivia de Havilland Anita Louise–Donald Woods Claude Rains–Billy Mauch	139

W: Warner
F: First National
C: A Cosmopolitan Picture
X: Western
*: 1934–35 Release

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National Release Date	Release No.	Production	Cast	Run. Time Mins.
9/1/34	W 453	*Dames	Dick Powell-Ruby Keeler Joan Blondell-Zasu Pitts- Guy Kibbee-Hugh Herbert	90
9/8/34	W 821	Desirable	Jean Muir-George Brent Verree Teasdale-John Halliday	68
9/15/34	F 751	*British Agent	Kay Francis-Leslie Howard Irving Pichel-Dorothy Tree Ivan Simpson	81
9/22/34	W 822	The Case of the Howling Dog	Warren William-Mary Astor Helen Trenholme-Allen Jenkins	75
9/29/34	F 862	A Lost Lady	Barbara Stanwyck-Ricardo Cortes Frank Morgan-Lyle Talbot	61
10/6/34	W 830	Big Hearted Herbert	Guy Kibbee-Aline MacMahon Patricia Ellis-Phillip Reed Helen Lowell	60
10/13/34	W 819	Kansas City Princess	Joan Blondell-Glenda Farrell Hugh Herbert-Robert Armstrong	64
10/13/34	W 452	*Madame Du Barry	Dolores del Rio-Reginald Owen Osgood Perkins-Verree Teasdale Victor Jory-Dorothy Tree	77
10/20/34	F 864	6-Day Bike Rider	Joe E. Brown-Maxine Doyle Frank McHugh-Gordon Westcott	69
10/20/34	F 873	I Sell Anything	Pat O'Brien-Ann Dvorak Claire Dodd-Roscoe Karns Hobart Cavanaugh-Harry Tyler- Gus Shy	70
10/27/34	F 854	Happiness Ahead	Dick Powell-Josephine Hutchinson John Halliday-Dorothy Dare Frank McHugh-Allen Jenkins Ruth Donnelly-Russell Hicks	86
11/3/34	W 825	The Firebird	Verree Teasdale-Ricardo Cortez Lionell Atwill-Helen Trenholme	74
11/10/34	W 817	The St. Louis Kid	James Cagney-Patricia Ellis Dorothy Dare-Allen Jenkins Arthur Aylesworth	67
11/17/34	F 872	Gentlemen Are Born	Franchot Tone-Jean Muir- Ann Dvorak-Margaret Lindsay Ross Alexander-Henry O'Neill	74
11/24/34	W 826	I Am A Thief	Mary Astor-Ricardo Cortez Dudley Digges-Irving Pichel Robert Barrat	64
12/1/34	F 752	*Flirtation Walk	Ruby Keeler-Dick Powell Pat O'Brien-Henry O'Neill Ross Alexander	97
12/8/34	F 869	Babbitt	Aline MacMahon-Guy Kibbee Claire Dodd-Maxine Doyle	74
12/15/34	F 877	Murder In The Clouds	Lyle Talbot-Ann Dvorak Gordon Westcott	61

National Release Date	Release No.	Production	Cast	Run Time Mins.
12/15/34	X 881	The Church Mouse	Laura La Plante–Ian Hunter Monty Banks	75
12/22/34	W 811	The Secret Bride	Barbara Stanwyck–Warren William Glenda Farrell–Grant Mitchell Arthur Byron–Douglas Dumbrille	64
12/29/34	W 802	Sweet Adeline	Irene Dunne–Donald Woods Hugh Herbert–Ned Sparks Joseph Cawthorn	87
1/5/35	W 806	Bordertown	Paul Muni–Bette Davis Margaret Lindsay–Eugene Pallette	90
1/12/35	F 876	Maybe It's Love	Gloria Stuart–Ross Alexander Frank McHugh–Helen Lowell	62
1/19/35	W 827	The White Cockatoo	Jean Muir–Ricardo Cortez Ruth Donnelly	73
1/26/35	W 828	The Right To Live	Josephine Hutchinson–George Brent Colin Clive–Peggy Wood Henrietta Crosman	68
2/2/35	F 878	Red Hot Tires	Lyle Talbot–Mary Astor Roscoe Karns–Frankie Darro	61
2/9/35	W 816	Devil Dogs of the Air (C)	James Cagney–Pat O'Brien Margaret Lindsay–Frank McHugh	86
2/16/35	F 863	The Woman In Red	Barbara Stanwyck–Gene Raymond Genevieve Tobin–John Eldredge Dorothy Tree	68
2/23/35	W 805	Sweet Music	Rudy Valee–Ann Dvorak–Ned Sparks Helen Morgan–Robert Armstrong Allen Jenkins–Alice White Rudy Vallee's Connecticut Yankees Frank and Milt Britton Band	95
3/2/35	F 859	Living On Velvet	Kay Francis–Warren William George Brent	80
3/9/35	F 874	While the Patient Slept	Aline MacMahon–Guy Kibbee Lyle Talbot–Patricia Ellis Allen Jenkins	66
3/18/35	F 851	Gold Diggers of 1935	Dick Powell–Adolphe Menjou Gloria Stuart–Alice Brady Glenda Farrell–Frank McHugh Hugh Herbert–Dorothy Dare Winifred Shaw–Ramon and Rosita Dance Team	95
3/23/35	W 823	A Night At The Ritz	William Gargan–Patricia Ellis Allen Jenkins	62
3/30/35	W 829	The Florentine Dagger	Donald Woods–Margaret Lindsay C. Aubrey Smith–Henry O'Neill	69
4/6/35	F 870	Traveling Saleslady	Joan Blondell–William Gargan Ruth Donnelly–Grant Mitchell Hugh Herbert–Glenda Farrell	63
4/13/35	F 879	The Case of the Curious Bride	Warren William–Margaret Lindsay Donald Woods–Claire Dodd	80

National Release Date	Release No.	Production	Cast	Run. Time Mins.
4/20/35	F 853	Go Into Your Dance	Al Jolson–Ruby Keeler Glenda Farrell–Sharon Lynne Patsy Kelly–Benny Rubin–Phil Regan Helen Morgan–Gordon Westcott	97
4/27/35	F 875	Mary Jane's Pa	Aline MacMahon–Guy Kibbee John Arledge	
5/4/35	F 880	G Men	James Cagney–Ann Dvorak Margaret Lindsay–Robert Armstrong Regis Toomey–Harold Huber	85
5/11/35	W 824	Dinky	Jackie Cooper–Mary Astor Roger Pryor–Henry Armetta	65
5/18/35	F 852	Black Fury	Paul Muni–Karen Morley William Gargan	97
5/25/35	F 856	In Caliente	Dolores del Rio–Pat O'Brien Leo Carillo–Edward Everett Horton Glenda Farrell–Phil Regan Winifred Shaw	84
6/1/35	F 858	The Girl From 10th Avenue	Bette Davis–Ian Hunter Colin Clive–Alison Skipworth John Eldredge	69
6/8/35	F 867	Oil For The Lamps of China (C)	Pat O'Brien–Josephine Hutchinson Jean Muir–Lyle Talbot Arthur Byron	97
6/15/35	W 815	Alibi Ike	Joe E. Brown–Olivia de Havilland Ruth Donnelly–Roscoe Karns	72
6/29/35	W 808	Stranded	Kay Francis–George Brent Patricia Ellis–Donald Woods	76
7/6/35	W 818	Going Highbrow	Guy Kibbee–Zasu Pitts Edward Everett Horton	67
7/13/35	W 813	Don't Bet On Blondes	Warren William–Guy Kibbee Claire Dodd–William Gargan	60
7/20/35	W 812	Front Page Woman	Bette Davis–George Brent Roscoe Karns–Winifred Shaw	82
7/27/35	W 804	Broadway Gondolier	Dick Powell–Joan Blondell Adolphe Menjou–Louise Fazenda	98
8/3/35	F 866	The Irish In Us	James Cagney–Pat O'Brien Olivia de Havilland–Frank McHugh Allen Jenkins	
8/17/35	W 820	We're In The Money	Joan Blondell–Glenda Farrell Hugh Herbert–Ross Alexander	
8/24/35	**	Page Miss Glory (C)	Marion Davies–Pat O'Brien Dick Powell–Mary Astor– Frank McHugh–Lyle Talbot Patsy Kelly–Allen Jenkins	
8/31/35	F 865	Broadway Joe (Temp. Title)	Joe E. Brown–Ann Dvorak Patricia Ellis–William Gargan	

W: Warner
F: First National
C: A Cosmopolitan Picture

*: 1933–34 Release.
**: 1935–36 Pre-Release for Special-Engagements only.

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National Release Date	Release No.	Production	Cast	Run. Time Mins.
9/2/33	W 450	Gold Diggers of 1933	Warren William–Joan Blondell Ruby Keeler–Dick Powell–Aline MacMahon–Guy Kibbee–Ginger Rogers	98
9/9/33	F 723	*Goodbye Again	Joan Blondell–Warren William Genevieve Tobin	66
9/16/33	F 760	Bureau of Missing Persons	Bette Davis–Pat O'Brien Lewis Stone	74
9/23/33	F 705	*I Loved a Woman	E. G. Robinson–Kay Francis Genevieve Tobin	90
10/7/33	F 775	Wild Boys of the Road	Frankie Darro–Dorothy Coonan Rochelle Hudson–Ann Hovey	68
10/21/33	W 451	Footlight Parade	James Cagney–Joan Blondell Ruby Keeler–Dick Powell Frank McHugh–Guy Kibbee	101
10/28/33	W 457	Ever In My Heart	Barbara Stanwyck–Otto Kruger Ralph Bellamy	68
10/28/33	W 468	Kennel Murder Case	Wm. Powell–Mary Astor Helen Vinson–Ralph Morgan Eugene Pallette	73
11/4/33	W 456	The College Coach	Dick Powell–Pat O'Brien Ann Dvorak–Lyle Talbot	75
11/11/33	F 706	*Female	Ruth Chatterton–George Brent Ruth Donnelly–Laura Hope Crews	60
11/18/33	F 758	Havana Widows	Joan Blondell–Guy Kibbee Ruth Donnelly–Glenda Farrell Frank McHugh–Allen Jenkins	62
11/25/33	F 753	The World Changes	Paul Muni–Aline MacMahon Mary Astor–Donald Cook Margaret Lindsay–Guy Kibbee	93
12/2/33	W 473	From Headquarters	George Brent–Margaret Lindsay Eugene Pallette	63
12/9/33	W 427	*Lady Killer	James Cagney–Mae Clark Leslie Fenton	76
12/16/33	W 269	**Disraeli	George Arliss–Joan Bennett Florence Arliss–Ivan Simpson Anthony Bushell	88
12/23/33	F 729	*Son Of A Sailor	Joe E. Brown–Jean Muir Frank McHugh–Thelma Todd	73
12/23/33	W 469	House on 56th Street	Kay Francis–Ricardo Cortez Gene Raymond–Margaret Lindsay Frank McHugh	68
12/30/33	F 772	Convention City	Joan Blondell–Adolphe Menjou Dick Powell–Mary Astor Guy Kibbee	69
1/6/34	F 776	Big Shakedown	Ricardo Cortez–Bette Davis Charles Farrell	64
1/13/34	W 479	Easy To Love	Adolphe Menjou–Mary Astor Genevieve Tobin–Patricia Ellis	61

National Release Date	Release No.	Production	Cast	Run. Time Mins.
1/20/34	F 759	Massacre	Richard Barthelmess–Ann Dvorak Claire Dodd	69
1/20/34	W 458	HI Nellie	Paul Muni–Glenda Farrell Katheryn Sergava	75
1/27/34	F 769	Bedside	Warren William–Jean Muir Allen Jenkins	65
2/3/34	F 773	Dark Hazard	E. G. Robinson–Genevieve Tobin Glenda Farrell	72
2/10/34	F 755	Mandalay	Kay Francis–Lyle Talbot Ricardo Cortez–Warner Oland	65
2/17/34	F 762	Fashions of 1934	Wm. Powell–Bette Davis Frank McHugh–Hugh Herbert	78
2/24/34	W 461	I've God Your Number	Joan Blondell–Glenda Farrell Allen Jenkins–Pat O'Brien	68
3/3/34	W 463	Heat Lightning	Aline MacMahon–Ann Dvorak Preston Foster–Lyle Talbot Glenda Farrell–Frank McHugh Ruth Donnelly	63
3/10/34	F 765	Journal of a Crime	Ruth Chatterton–Adolphe Menjou Claire Dodd	65
3/17/34	W 466	Jimmy The Gent	James Cagney–Bette Davis Allen Jenkins	67
3/24/34	F 750	Wonder Bar	Kay Francis–Al Jolson–Dick Powell Dolores Del Rio–Ricardo Cortez Hal Le Roy–Guy Kibbee Hugh Herbert–Ruth Donnelly Fifi d'Orsay	84
3/31/34	W 467	Gambling Lady	Barbara Stanwyck–Joel McCrea Pat O'Brien–Claire Dodd	66
4/7/34	F 768	Reigstered Nurse	Bebe Daniels–Lyle Talbot John Halliday	62
4/7/34	W 471	Harold Teen (Musical)	Hal Le Roy–Rochelle Hudson Patricia Ellis–Guy Kibbee	66
4/14/34	W 454	As The Earth Turns	Jean Muir–Donald Woods Dorothy Peterson	73
4/21/34	W 460	A Modern Hero	Richard Barthelmess–Jean Muir Marjorie Rambeau–Verree Teasdale	71
4/28/34	W 474	Upperworld	Warren William–Mary Astor Ginger Rogers	72
5/5/34	F 771	A Very Honorable Guy	Joe E. Brown–Alice White Robert Barrat–Alan Dinehart Irene Franklin	62
5/12/34	W 470	Merry Wives of Reno	Margaret Lindsay–Glenda Farrell Donald Woods–Frank McHugh Hugh Herbert–Guy Kibbee Ruth Donnelly	64
5/19/34	W 477	Smarty	Joan Blondell–Warren William Claire Dodd–Edw. Everett Horton	64

National Release Date	Release No.	Production	Cast	Run. Time Mins.
5/26/34	F 754	20 Million Sweethearts	Dick Powell–Ginger Rogers The Four Mills Brothers Ted Fio Rito and Band Pat O'Brien–Allen Jenkins	89
5/26/34	F 767	The Merry Frinks	Aline MacMahon–Guy Kibbee Allen Jenkins–Hugh Herbert	68
6/2/34	F 778	Fog Over Frisco	Donald Woods–Bette Davis Lyle Talbot–Margaret Lindsay	68
6/9/34	W 462	The Key	William Powell–Edna Best Colin Clive–Henry O'Neill	71
6/16/34	W 465	He Was Her Man	James Cagney–Joan Blondell Frank Craven–Harold Huber	70
6/23/34	W 459	Dr. Monica	Kay Francis–Warren William Jean Muir–Verree Teasdale	52
6/30/34	F 761	Circus Clown	Joe E. Brown–Patricia Ellis Gordon Westcott–Tom Dugan	63
7/7/34	W 476	The Personality Kid	Pat O'Brien–Glenda Farrell Claire Dodd–Henry O'Neill	68
7/7/34	F 770	Return of the Terror	Mary Astor–Lyle Talbot John Halliday–Frank McHugh	65
7/14/34	F 777	Side Streets	Aline MacMahon–Paul Kelly Helen Lowell–Ann Dvorak	63
7/14/34	F 779	Midnight Alibi	Richard Barthelmess–Ann Dvorak Helen Lowell–Helen Chandler	59
7/21/34	W 464	Here Comes The Navy	James Cagney–Pat O'Brien Gloria Stuart–Dorothy Tree Frank McHugh	86
7/28/34	W 475	Friends of Mr. Sweeney	Charlie Ruggles–Ann Dvorak Eugene Pallette	68
8/4/34	F 763	Man With Two Faces	Edward G. Robinson–Mary Astor Ricardo Cortez–Louis Calhern	72
8/11/34	W 478	Housewife	Bette Davis–George Brent Ann Dvorak–John Halliday	69
8/18/34 Available for Special Engagements only	W 453	Dames	Dick Powell–Ruby Keeler Joan Blondell–Zasu Pitts Guy Kibbee–Hugh Hubert	
8/25/34	F 764	Dragon Murder Case	Warren William–Margaret Lindsay Lyle Talbot–Eugene Pallette	
9/1/34	W 453	Dames	Dick Powell–Ruby Keeler Joan Blondell–Zasu Pitts Guy Kibbee–Hugh Herbert	
9/8/34	W 819	x Kansas City Princess	Joan Blondell–Glenda Farrell Hugh Herbert–Robert Armstrong	
9/15/34	F 731	British Agent	Kay Francis–Leslie Howard Irving Pichel–Dorothy Tree Ivan Simpson	

W: Warner F: First National *1932–33 Release **Re-Release x 1934–35 Release

Warner Bros.-First National 1932-33 Feature Release Schedule
July 6, 1933

National Release Date	Release No.	Production	Director	Cast	Run Time Mins.
11/5/32	F 724	They Call It Sin	Thornton Freeland	Loretta Young—George Brent—David Manners—Una Merkel	70
11/12/32	W 417	Scarlet Dawn	Wm. Dieterle	Douglas Fairbanks, Jr.—Nancy Carroll—Lilyan Tashman—Guy Kibbee	58
11/19/32	W 402	I Am a Fugitive from a Chain Gang	Mervyn Le Roy	Paul Muni—Glenda Farrell—Sally Blane—Edw. J. McNamara	93
11/26/32	F 727	You Said a Mouthful	Lloyd Bacon	Joe E. Brown—Ginger Rogers—"Farina"—Harry Gribbon	70
12/10/32	F 720	Central Park	John Adolfi	Joan Blondell—Wallace Ford—Guy Kibbee—H. B. Walthall	58
12/17/32	Wx434	Haunted Gold	Tenny Wright	John Wayne—Sheila Terry	58
12/24/32	F 717	Silver Dollar	Alfred E. Green	E. G. Robinson—Bebe Daniels—Aline MacMahon—Robert Warwick	84
12/31/32	F 703	The Match King	Howard Bretherton	Warren William—Lili Damita—Glenda Farrell—Hardie Albright	79
1/7/33	W 430	Lawyer Man	Wm. Dieterle	William Powell—John Blondell—Alan Dinehart—Sheila Terry	68
1/14/33	F 708	Frisco Jenny	Wm. A. Wellman	Ruth Chatterton—James Murray—Louis Calhern—Don Cook	73
1/21/33	F 701	20,000 Years in Sing Sing	Michael Curtiz	Spencer Tracy—Bette Davis—Lyle Talbot—E. J. McNamara	78
1/28/33	W 418	Parachute Jumper	Alfred E. Green	Douglas Fairbanks, Jr.—Bette Davis—Leo Carrillo—Frank McHugh	72
1/28/33	W 424	Hard to Handle	Mervyn Le Roy	James Cagney—Mary Brian—Allen Jenkins	81
2/4/33*	W 358	Ladies They Talk About	Howard Bretherton	Barbara Stanwyck—Preston Foster	69

Warner Bros.-First National 1932-33 Feature Release Schedule
July 6, 1933

National Release Date	Release No.	Production	Director	Cast	Run Time Mins.
4/22/33	F 728	Elmer the Great	Mervyn LeRoy	Joe E. Brown—Patricia Ellis—Frank McHugh—Claire Dodd	74
4/29/33	W 425	Picture Snatcher	Lloyd Bacon	James Cagney—Ralph Bellamy—Patricia Ellis—Alice White	77
5/6/33	W 411	The Working Man	John Adolfi	George Arliss—Bette Davis—Hardie Albright	77
5/13/33	F 709	Lilly Turner	Wm. A. Wellman	Ruth Chatterton—George Brent—Frank McHugh—Guy Kibbee	65
5/10/33	F 718	The Little Giant	Roy Del Ruth	Edward G. Robinson—Mary Astor—Helen Vinson	75
5/10/33	Wx435	Somewhere in Sonora	Mack V. Wright	John Wayne—Shirley Palmer—H. B. Walthall	57
5/27/33 Available special engagements only.	W 450 ***	Gold Diggers of 1933	Mervyn LeRoy	Warren William—Joan Blondell—Ruby Keeler—Dick Powell—Aline MacMahon—Guy Kibbee—Ginger Rogers	98
6/3/33	W 419	The Life of Jimmy Dolan	Archie Mayo	Douglas Fairbanks, Jr.—Loretta Young—Aline MacMahon—Guy Kibbee—Lyle Talbot—Fifi Dorsay	89
6/10/33	W 416	The Silk Express	Ray Enright	Neil Hamilton—Sheila Terry—Allen Jenkins	61
6/10/33	W 423	Private Detective 62	Michael Curtiz	William Powell—Margaret Lindsay—Ruth Donnelly	67
6/17/33	F 715	Heroes for Sale	Wm. A. Wellman	Richard Barthelmess—Loretta Young—Aline MacMahon.	73
6/24/33	W 426	The Mayor of Hell	Archie Mayo	James Cagney—Madge Evans—Allen Jenkins—Frankie Darro	90
7/1/33	W 407	Baby Face	Alf. E. Green	Barbara Stanwyck—Geo. Brent—Donald Cook	70
7/8/33	W 420	Narrow Corner	Alf. E. Green	D. Fairbanks, Jr.—Patr. Ellis—Ralph Bellamy—Dudley Digges	71
7/15/33	F 726	She Had to Say Yes	Bus. Berkeley—Geo. Amy	Loretta Young—Lyle Talbot—Regis Toomey—Winnie Lightner	64
7/22/33	Wx436	Man from Monterey	Mack V. Wright	John Wayne—Ruth Hall	57
7/29/33	W 428	Mary Stevens, M.D.	Lloyd Bacon	Kay Francis—Lyle Talbot—Glen Farrell—Thelma Todd	72
8/5/33	W 406	Voltaire	John Adolfi	George Arliss—Doris Kenyon—Margaret Lindsay	72
8/19/33	W 405	Captured	Roy Del Ruth	Leslie Howard—D. Fairbanks, Jr.—Paul Lukas—Margaret Lindsay	72
9/2/33	W 450 ***	Gold Diggers of 1933	Mervyn LeRoy	Warren William—John Blondell—Ruby Keeler—Dick Powell—Aline MacMahon—Guy Kibbee—Ginger Rogers	98
9/9/33	F 723	Goodbye Again	Michael Curtiz	John Blondell—Warren William—Genevieve Tobin	66

"W"—Warner
"Wx"—Western
"***"—1933-34 Release

"F"—First National
"*"—1931-32 Release

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Warner Bros.-First National 1932-33 Feature Release Schedule
July 6, 1933

National Release Date	Release No.	Production	Director	Cast	Run Time Mins.
8/27/32	Wx431	Ride Him Cowboy	Fred Allen	John Wayne—Ruth Hall—H. B. Walthall—Harry Gribbon	56
9/20/32	W 401	Blessed Event	Roy Del Ruth	Lee Tracy—Mary Brian—Dick Powell—Ruth Donnelly—Allen Jenkins	84
9/17/32	W 410	A Successful Calamity	John Adolfi	George Arliss—Mary Astor—Evalyn Knapp—David Torrence	72
9/24/32	F 716	Tiger Shark	Howard Hawks	E. G. Robinson—Zita Johann—Richard Arlen—J. Carroll Naish	79
10/1/32	F 702	Life Begins	James Flood & Elliott Nugent	Loretta Young—Eric Linden—Aline MacMahon Frank McHugh—Vivienne Osborn—Glenda Farrell	72
10/8/32	Wx432	The Big Stampede	Tenny Wright	John Wayne—Mae Madison—Noah Beery—Junior Bailey	54
10/8/32	F 707	The Crash	Wm. Dieterle	Ruth Chatterton—George Brent—Lois Wilson—Richard Tucker	58
10/15/32	F 713	Cabin in the Cotton	Michael Curtis	Richard Barthelmess—Dorothy Jordan—Bette Davis—H. B. Walthall	79
10/22/32	W 421	One Way Passage	Tay Garnett	William Powell—Kay Francis—Frank McHugh—Aline MacMahon	69
10/29/32	F 721	Three on a Match	Mervyn Le Roy	Joan Blondell—Warren William—Ann Dvorak—Bette Davis—Lyle Talbot	64

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2/11/33	F 711	Employees' Entrance	Roy Del Ruth	Warren William—Loretta Young—Wallace Ford—Alice White	75
2/18/33	W 404	Wax Museum	Michael Curtiz	Lionel Atwill—Glenda Farrell—Fay Wray—Frank McHugh	78
2/25/33	F 722	Blondie Johnson	Ray Enright	John Blondell—Chester Morris—Claire Dodd—Allen Jenkins	6
2/25/33	W 412	King's Vacation	John Adolfi	George Arliss—Patricia Ellis—Dick Powell—Dudley Digges	62
3/4/33	W 415	Girl Missing	Robert Florey	Ben Lyon—Glenda Farrell—Mary Brian—Guy Kibbee	69
3/11/33	W 403	Forty Second Street	Lloyd Bacon	Warner Baxter—George Brent—Ginger Rogers—Bebe Daniels—Ruby Keeler (Mrs. Al Joison)—Una Merkel—Dick Powell—Guy Kibbee—George E. Stone	89
3/18/33	F 725	Grand Slam	Wm. Dieterle	Paul Lukas—Loretta Young—Frank McHugh—Glenda Farrell	67
3/18/33	Wx433	Telegraph Hill	Tenny Wright	John Wayne—Marceline Day—Frank McHugh	55
3/25/33	W 422	The Keyhole	Michael Curtiz	Kay Francis—George Brent—Glenda Farrell	69
4/1/33	[illegible]12	The Mind Reader	Roy Del Ruth	Warren William—Constance Cummings—Allen Jenkins	70
4/8/33	W 438	Untamed Africa	W. D. Hubbard	Thrilling African Adventure Special—Wild Animals—Native Life—Jungle Fights	56
4/8/33	W 409	Ex-Lady	Robert Florey	Bette Davis—Claire Dodd—Frank McHugh—Gene Raymond	67
4/15/33	F 714	Central Airport	Wm. A. Wellman	Richard Barthelmess—Sally Eilers—Tom Brown	75

[fol. 6305]

Warner Bros.-First National 1931-32 Feature Release Schedule
October 1, 1932

National Release Date	Release No.	Production	Director	Cast	Run. Time Mins.
8/22/31	W 372	The Star Witness	Wm. A. Wellman	Walter Huston—Chic Sale—Dickie Moore—Ralph Ince—Sally Blane—Frances Starr	68
8/29/31	F 651	Last Flight	W. Dieterle	R. Barthelmess—Helen Chandler—John Mack Brown	76
9/5/31	F 679	The Bargain	Robt. Milton	Lewis Stone—Doris Kenyon—Chas. Butterworth—Evalyn Knapp	70
9/12/31	F 660	I Like Your Nerve	Wm. McGann	Doug. Fairbanks, Jr.—Loretta Young—Boris Karloff	70
9/12/31	W 362	Alexander Hamilton	John Adolphi	George Arliss—Doris Kenyon—Dudley Digges—June Collyer	71
9/19/31	W 376	Side Show	Roy Del Ruth	Winnie Lightner—Donald Cook—Chas. Butterworth—Evalyn Knapp—Guy Kibbee	66
9/26/31	F 680	Five Star Final	Mervyn LeRoy	E. G. Robinson—Marian Marsh—Frances Starr—H. B. Warner—Ona Munson—Geo. E. Stone	89
10/3/31	F 653	Penrod & Sam	Wm. Beaudine	Leon Janney—Junior Coghlan—Matt Moore—Dorothy Peterson—Zasu Pitts	71
10/10/31	W 352	Road to Singapore	Alfred E. Green	William Powell—Doris Kenyon—Marian Marsh	70
10/17/31	F 665	Honor of the Family	Lloyd Bacon	Bebe Daniels—Warren William—Alan Mowbray—Frederick Kerr	66
10/24/31	W 374	Expensive Women	Hobart Henley	Dolores Costello—Warren William—Anthony Bushell—H. B. Warner—Joe Donahue	63

10/31/31	F 664	Ruling Voice	Rowland V. Lee	Walter Huston—Loretta Young—Doris Kenyon—David Manners—John Halliday—Dudley Digges	73
11/7/31	W 351	Mad Genius	Michael Curtiz	John Barrymore—Marian Marsh—Donald Cook—Carmel Meyers—Chas. Butterworth—B. Karloff	80
11/14/31	W 366	Blonde Crazy	Roy Del Ruth	James Cagney—Joan Blondell—Noel Francis—Guy Kibbee	77
11/28/31	F 670	Local Boy Makes Good	Mervyn LeRoy	Joe E. Brown—Dorothy Lee—Ruth Hall	68
12/5/31	F 668	Compromised	John Adolphi	Ben Lyon—Rose Hobart—Juliette Compton—Claude Gillingwater	65
12/12/31	F 678	Safe in Hell	Wm. A. Wellman	Dorothy Mackaill—Donald Cook—Ralf Harolde	75
12/26/31	F 658	Her Majesty Love	W. Dieterle	Marilyn Miller—Ben Lyon—W. C. Fields—Leon Errol—Ford Sterling	76
1/2/32	W 360	Under Eighteen	Archie Mayo	Marian Marsh—Warren William—Anita Page—Norman Foster	81
1/9/32	F 685	Woman from Monte Carlo	Michael Curtiz	Lil Dagover—Walter Huston—Warren William—John Wray—Robt. Warwick—Geo. E. Stone	58
1/16/32	W 378	Manhattan Parade	Lloyd Bacon	Winnie Lightner—Dickie Moore—Chas. Butterworth—Smith & Dale	77
1/23/32	W 382	Taxi	Roy Del Ruth	Jas. Cagney—Loretta Young—Geo. E. Stone—Guy Kibbee	68
1/30/32	F 662	Union Depot	Alfred E. Grun	L. Fairbanks Jr.—Joan Blondell—Guy Kibbee—Lillian Bond	68
1/30/32	W 354	High Pressure	Mervyn LeRoy	Wm. Powell—Evelyn Brent—George Sidney—Evalyn Knapp—John Wray—Guy Kibbee	74

Warner Bros.-First National 1931-32 Feature Release Schedule
October 1, 1932

National Release Date	Release No.	Production	Director	Cast	Run, Time Mins.
2/6/32	F 681	Hatchet Man	Wm. A. Wellman	E. G. Robinson—Loretta Young—Dudley Digges—Leslie Fenton—Edmund Breese	74
2/20/32	W 363	Man Who Played God	John Atlolphi	George Arliss—Violet Heming—Bette Davis	83
2/27/32	F 672	Fireman Save My Child	Lloyd Bacon	Joe E. Brown—Evalyn Knapp—Guy Kibbee—Lillian Bond	67
3/5/32	W 385	The Expert	Archie Mayo	Chic Sale—Dickie Moore—Lois Wilson	69
3/12/32	W 377	Play Girl	Ray Enright	Loretta Young—Winnie Lightner—Norman Foster—Guy Kibbee	61
3/26/32	W 355	Heart of New York	Mervyn LeRoy	Smith & Dale—Geo. Sidney—Ruth Hall—Donald Cook	74
3/26/32	F 652	Alias the Doctor	Michael Curtiz	Richard Barthelmess—Marian Marsh—Norman Foster	62
4/2/32	F 663	It's Tough to Be Famous	A. E. Green	Douglas Fairbanks, Jr.—Mary Brian—Lilian Bond	79
4/9/32	W 380	Beauty & Boss	Roy Del Ruth	Marian Marsh—David Manners—Warren William—Lilian Bond—Chas. Butterworth	66
4/16/32	Wx390	Crowd Roars	Howard Hawks	James Cagney—Ann Dvorak—Joan Blondell—Eric Linden—Guy Kibbee	84
4/23/32	W 369	Man Wanted	Wm. Dieterle	Kay Francis—David Manners—Guy Kibbee	63
4/30/32	W 359	So Big	Wm. A. Wellman	Barbara Stanwyck—George Brent—Dickie Moore—Guy Kibbee—Bette Davis	82

Warner Bros.-First National 1931-32 Feature Release Schedule
October 1, 1932

National Release Date	Release No.	Production	Director	Cast	Run. Time Mins.
8/6/32	W 361	Stranger in Town	Erle C. Kenton	Chic Sale—Ann Dvorak—David Manners—Noah Beery	66
8/13/32	W 353	Jewel Robbery	Wm. Dieterle	William Powell—Kay Francis	68
8/20/32	F 659	Crooner	Lloyd Bacon	David Manners—Ann Dvorak—Ken Murray—Guy Kibbee	68
8/27/32	F 654	Doctor X	Michael Curtiz	Lionel Atwill—Fay Wray—Preston Foster—Lee Tracy—John Wray	77
9/3/32	W 381	Two Against the World	Archie Mayo	Constance Bennett—Neil Hamilton—Helen Vinson—Gavin Gordon	71
9/10/32	W 356	Big City Blues	Mervyn LeRoy	John Blondell—Eric Linden—Guy Kibbee—Grant Mitchell—Evalyn Knapp	63
12/10/32	W 358	Women in Prison		Barbara Stanwyck	

[fol. 6306] EXHIBIT 648

AGREEMENT

This agreement made and entered into this 28th day of February, 1939, by and between Schine Medina Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio, hereinafter called "Schine", party of the first part, and The Medina Temple Theatre Company, an Ohio corporation, hereinafter called "Fine", party of the second part,

WITNESSETH

Schine is the operator and lessee of a certain theatre in the City of Medina, known as the "Princess" Theatre, under a lease and certain amendments thereto, copies of which are annexed hereto, made a part hereof, and marked Exhibit "A".

Fine is the operator and lessee of a certain theatre located in the City of Medina, Ohio, known as "The Medina Temple Theatre" under a lease, a copy of which is annexed hereto, made a part hereof, and marked exhibit "B".

The parties hereto believe that a more efficient, economic and beneficial operation of the aforesaid theatres would be obtained under the joint cooperative efforts of the parties hereto and are therefore desirous of associating themselves in the manner and the extent hereinafter set forth in the conduct and operation of the aforesaid theatres in the said City of Medina.

Now, therefore, in consideration of the premises and of the mutual covenants, policies and agreements herein set forth, the parties hereto hereby agree as follows:

First. Within ten (10) days after the execution hereof, Schine and Fine agree that they will cause to be formed under the laws of the State of Ohio, a corporation under the name of "Medina-Princess Corporation", such corporation to be hereinafter referred to as the New Corporation. Such corporation shall have an authorized capital stock [fol. 6307] of One Hundred (100) shares without nominal or par value, of which fifty (50) shares shall be known and designated as Class A Stock, and fifty (50) shares shall be known and designated as Class B Stock. The said fifty (50) shares of Class A stock of the New Corporation shall be subscribed for and purchased by Schine or its designees

in the manner hereinafter described, and the said fifty (50) shares of Class B Stock of the New Corporation shall be subscribed for and purchased by Fine or its designees in the manner hereinafter described.

Second. Copies of the proposed Certificate of Incorporation and By-Laws of said New Corporation are annexed hereto, made a part hereof and marked Exhibit C-1 and Exhibit C-2 respectively, but it is in any event agreed with respect to such New Corporation as follows:

(a) The Certificate of Incorporation and By-Laws of the New Corporation shall provide that the holders of Class A Stock shall always have the right to nominate and vote separately and exclusively for one-half (½) of the Board of Directors, and the holders of the Class B Stock shall always have the right to nominate and vote separately and exclusively for the other one-half (½) of the Board of Directors.

(b) The By-Laws shall provide that no salaries or any other compensation are to be paid to any officers of the New Corporation as such, and that except for the election of directors as aforesaid each share of stock shall be equal in all respects to each and every other share of stock, irrespective of class.

(c) The Board of Directors of the New Corporation shall consist of four (4) members and not more unless mutually agreed upon by the holders of the outstanding respective classification of stock. The Certificate of Incorporation and/or By-Laws of the New Corporation shall provide that the presence of a majority of the entire [fol. 6308] Board of Directors shall be necessary to constitute a quorum at any meeting of the Board, and that the affirmative vote of at least one (1) Class A Director and at least one (1) Class B Director and a majority of the whole Board shall always be necessary to determine any question, take any action or pass any resolution by the Board.

(d) The By-Laws of the New Corporation shall provide that at each meeting of the stockholders the presence in person or by proxy of the holder of majority in number of the issued and outstanding shares of Class A Stock and a majority in number of the issued and outstanding shares

of the Class B Stock shall be necessary to constitute a quorum for the transaction of any business, and that the affirmative vote of the holders of a majority in number of the issued and outstanding shares of each class of stock shall be necessary to adopt any resolution, carry any motion or take any corporate action which requires a stockholder's vote, except, however, actions in connection with the election of directors or the filling of vacancies in the Board of Directors, in which case the respective holders of stock shall vote separately, and that for such voting purposes the Class A Stockholders may vote separately for the election of Class A Directors without the presence of Class B Stockholders, and the Class B Stockholders may vote separately for the election of Class B Directors without the presence of Class A Stockholders.

(e) The By-Laws and Regulations of said New Corporation shall provide that it shall not be necessary for any person to be a stockholder of the corporation, in order to qualify as a director, and further that it shall not be necessary for any person to be a stockholder of the corporation in order to qualify as an officer.

Third. Schine covenants and agrees that the two (2) [fol. 6309] directors elected by the Class A stock will always vote for two (2) officers designated by Fine, and Fine covenants and agrees that the two directors elected by the Class B stock will always vote for two (2) officers designated by Schine. The two (2) officers which Schine shall be entitled to designate shall be the President and Treasurer, and the two (2) officers designated by Fine shall always be the Vice-President and Secretary. The Board of Directors may at any time or from time to time elect such other officers as it may deem necessary or proper.

Fourth. Schine agrees that upon the organization of the New Corporation it will subscribe for fifty (50) shares of Class A capital stock thereof and pay for the same by assigning or transferring, or causing to be assigned and transferred to the new Corporation, the lease upon the Princess Theatre, a copy of which is annexed hereto, made a part hereof and marked Exhibit A, together with all furniture, fixtures, equipment and other personal property now contained in said theatre, now owned by said lessee.

5/7/32	W 375	The Mouthpiece	James Flood & Elliott Nugent	Warren William—Sidney Fox—Ralph Ince—Guy Kibbee	86
5/14/32	F 655	Famous Ferguson Case	Lloyd Bacon	John Blondell—Leslie Fenton—Vivienne Osborne—Grant Mitchell	74
5/21/32	FX690	Rich Are Always With Us	A. E. Green	Ruth Chatterton—George Brent—Bette Davis—John Miljan—Robert Warwick	71
5/28/32	F 674	Strange Love of Molly Louvain	Michael Curtiz	Ann Dvorak—Lee Tracy—Richard Cromwell—Guy Kibbee—Evalyn Knapp	74
6/4/32	F 682	Two Seconds	Mervyn LeRoy	Edward G. Robinson—Preston Foster—Vivienne Osborne—Guy Kibbee	68
6/11/32	W 368	Street of Women	Archie Mayo	Kay Francis—Roland Young	60
6/18/32	F 671	The Tenderfoot	Ray Enright	Joe E. Brown—Ginger Rogers—Lew Cody—Ralph Ince	70
6/25/32	F 661	Love Is a Racket	Wm. A. Wellman	Douglas Fairbanks, Jr.—Ann Dvorak—Frances Dee—Lee Tracy	72
7/2/32	F 669	Dark Horse	A. E. Green	Warren William—Bette Davis—Guy Kibbee—Vivienne Osborne—Robert Warwick	75
7/9/32	F 673	Week-End Marriage	Thornton Freeland	Loretta Young—Norman Foster—George Brent—Aline MacMahon—Vivienne Osborne	66
7/16/32	W 364	Winner Take All	Roy Del Ruth	James Cagney—Marion Nixon—Guy Kibbee—Dickie Moore	67
7/23/32	W 357	The Purchase Price	Wm. A. Wellman	Barbara Stanwyck—George Brent—Hardie Albright	68
7/30/32	F 676	Miss Pinkerton	Lloyd Bacon	Joan Blondell—George Brent—John Wray	66
8/6/32	F 683	Illegal	William McGann	Isobel Elsom—Ivor Barnard—Margot Grahame—D. A. Clarke-Smith	72

Schine shall secure an extension of said Princess Theatre lease to correspond with the termination of The Medina Temple Theatre lease, to-wit: December 31, 1963.

Fifth. Fine agrees that upon the organization of the New Corporation it will subscribe for fifty (50) shares of Class B capital stock thereof and pay for the same by assigning or transferring, or causing to be assigned and transferred to the New Corporation, the lease upon the Medina Temple Theatre, a copy of which is annexed hereto, made a part hereof and marked Exhibit B, together with all furniture, fixtures, equipment and other personal property now contained in said theatre, now owned by said lessee. Said lease shall be for a term expiring December 31, 1963.

It is understood that the New Corporation will get the benefit of any reductions in rental or any allowances on account of rent either under the lease set forth in paragraph (Fourth) above or the lease set forth in the within paragraph.

[fol. 6310] Sixth. Each of the parties agrees that upon the assignment of the respective leases above mentioned to the New Corporation they will be free and clear of any and all claims, charges or encumbrances of any and every nature whatsoever, and that all equipment contained in the respective theatres will either be owned outright by the respective lessess, the assignors of said leases, or by the respective landlords of said theatres, so that the New Corporation will under no circumstances be in any way obligated to pay any moneys or incur any expense in respect of past due charges upon the said leases or in respect of unpaid installments, past or future, upon the said furniture, fixtures and equipment.

It is especially understood, however, that the equipment and chattels contained in the Medina Temple Theatre are subject to a chattel mortgage in favor of the lessor of said lease to secure the faithful performance of the terms and conditions thereof, as is set forth on page 4 of said Medina Temple Theatre lease, and said chattels and equipment shall be accepted only subject to said chattel mortgage, given as security for the faithful performance of said lease; otherwise, said equipment and chattels shall be delivered to the New Corporation free and clear of any liens of claims.

Seventh: The parties hereto agree that the New Corporation shall employ and engage Schine, or its nominee, to manage and operate the said two (2) theatres, or any additional theatres which may hereafter be acquired by this corporation in the City of Medina. Such management and operation shall include and consist of buying and booking of all motion pictures and other attractions for said theatres, the hiring and discharging of all personnel, the keeping of all books of record and accounts, and the general supervision of the operation of the said theatres, subject to the following rights of Fine in said management:

(a) Fine shall have an equal voice as to any future improvements in connection with said theatres, provided [fol. 6311] said improvements shall cost more than Five Hundred Dollars ($500.00).

(b) Fine shall have an equal voice with respect to material changes in policy of said theatres in the future.

(c) It is understood that Schine at the present time is under contract with Ben Yudelevtiz to act as local manager of the Princess Theatre at a compensation of $50.00 per week, and it is agreeable with Fine that said local manager continue at said salary provided that said compensation of Fifty Dollars ($50.00) per week shall include compensation for the management of both the Princess and the Medina Temple Theatres.

Eighth. Fine shall consult and advise with Schine with respect to the management of said theatres, but shall not in any way interfere with the full and complete operation thereof by Schine, except as is more fully set forth in paragraph (Seventh) herein.

Ninth. All rentals and other charges in connection with the operation of the said theatres shall be paid by the New Corporation, and neither party hereto shall be in any way liable or responsible for any expense in connection with the operation thereof.

Tenth. As full payment and compensation for the services to be rendered by Schine hereunder, the New Corporation shall pay to Schine, or its nominee, the sum of Forty Dollars ($40.00) per week, which shall be considered as an expense of said theatres, plus one-half (½) of the first

Three Thousand Dollars ($3,000) profits derived by the New Corporation after payment of all expenses, including the said Forty Dollars ($40.00) per week.

As full payment and compensation to Fine for his services in advising and assisting Schine in the operation of said theatres, the New Corporation shall pay to Fine one-half (½) of the First Three Thousand Dollars ($3,000.00) profits derived by the New Corporation from its operation, after payment of all expenses, including the said Forty [fol. 6312] Dollars ($40.00) per week payable to Schine, plus the next Fifteen Hundred Dollars ($1500.00) of profits derived by the New Corporation, as aforesaid. It being understood that "the next Fifteen Hundred Dollars ($1500.00) of profits" to be paid to Fine, as set forth and referred to in this paragraph, shall be computed, determined and ascertained on an annual basis only; that is to say, such profit, if any, shall be determined each year and on a yearly basis and if the full sum of Fifteen Hundred Dollars ($1500.00) as referred to herein is not earned or available out of the profits in any one year, only the actual amount available, determined and ascertained on this basis shall be paid to Fine, and any loss or deficit sustained in any one year, shall not be carried over to the next or succeeding year.

It being further understood that said Fifteen Hundred Dollars ($1500.00) payments to Fine shall not be cumulative, but shall be annual figures and computed yearly, to-wit: from January 1st to December 31st, except during the first year of the operation of the New Corporation, in accordance with this agreement, said computation shall commence as of the effective date of operation to December 31, 1939.

It is understood between the parties that "the next Fifteen Hundred Dollars ($1500.00) of profits" derived or earned by the New Corporation, as set forth in the preceding paragraph, shall only continue to be paid to Fine until the investment of Fine in the Medina Theatre, represented by Fine as the sum of Fifty-three Thousand Two Hundred Fifty-three Dollars and Fifty-six Cents ($53,253.56) has been paid in full, and any and all payments of said "next Fifteen Hundred Dollars ($1500.00) of profit," shall be applied directly against said account, and after payment of said sum of $53,253.56 from this source, thereafter all profits earned by said New Corporation shall be equally divided between Schine and Fine, it being further expressly

understood that the aforesaid amount of $53,253.56 is the result of an audit by Fine, and Schine shall have the right [fol. 6313] and privilege to recheck or verify said audit, and in the event any discrepancies are found, said amount shall accordingly be changed.

Eleventh. After payment of the above sums, the profits derived by the New Corporation from the operation of said theatres shall be divided equally between the Class A and Class B stockholders in such manner as the Board of Directors may determine.

Twelfth. The New Corporation shall have two (2) bank accounts, opened pursuant to appropriate resolutions of its Board of Directors, one of which shall be a general account of the deposit of funds of the New Corporation, which account shall be subject to checks or drafts drawn and signed by two (2) persons who shall be designated by the Board of Directors of the New Corporation. The other account shall be an operating account, in which a balance of at least One Thousand Dollars ($1,000) but not more than Two Thousand Dollars ($2,000) shall always be maintained. Such account shall be subject to checks drawn by any person or persons designated by Schine, said accounts to be originally opened at The Old Phoenix National Bank of Medina, Ohio, subject to subsequent change by the Board of Directors.

Thirteenth. The New Corporation shall furnish Schine and Fine respectively weekly, monthly and annual statements of its business and of the theatres operated by it, and the books of account shall at all reasonable times be subject to audit by the holders of either class of stock, at the expense of the party auditing such books.

Fourteenth. It is understood and agreed that during the terms of the respective leases above mentioned neither the holders of the Class A stock nor the holders of the Class B stock of the New Corporation shall sell or otherwise dispose of, in any manner, the shares of capital stock owned by them in the New Corporation without first offering same for sale to the holders of the other class of stock upon the same terms and conditions as those upon which such party proposes to sell the same to a bona fide purchaser.
[fol. 6314] The foregoing, however, is subject to the right of the holders of Class A stock to sell or transfer said stock

among themselves prior to any offering to the Class B stockholders of said stock, and, likewise, the Class B stockholders shall have the prior right to sell or assign their respective stock among the holders thereof prior to the offering of said stock to the Class A stockholders. It being the intention of this clause to allow each class of stockholders to deal in said stock among themselves, but in the event they offer same to any outside or third parties the provisions of this paragraph shall apply.

Fifteenth. Any pledge, hypothecation or other encumbrance of any stock of the New Corporation shall be subject to the terms hereof with respect to sale and transfer.

All certificates of stock of the New Corporation shall bear an appropriate legend thereon setting forth the above restrictions.

Sixteenth. The parties hereto mutually agree to share equally any and all costs and expenses in connection with the incorporation and qualification of the New Corporation, excepting, however, that each party shall pay its own attorneys fees.

Seventeenth. It is understood and agreed by and between the parties hereto that during the term of the respective leases above mentioned neither party hereto will, directly or indirectly, acquire any interest of any kind in any motion picture or other theatre in the City of Medina, Ohio, without first giving the New Corporation the opportunity to acquire such interest upon the same terms and conditions as those upon which such party proposes to acquire the same. The New Corporation shall have thirty (30) days after written notice of such offer within which to accept or reject the same, and written notice of such rejection or acceptance shall be given to the party submitting the same within such time. In the event that the Board of Directors of the New [fol. 6315] Corporation shall reject such offer, then the party originally negotiating for the same may proceed to acquire such theatre or theatres upon the same terms and conditions as offered the New Corporation.

It is, of course, agreed that the party submitting any proposition for the acquisition of new or additional theatres as in this Article provided will cause its directors to vote in favor of such acquisition, and if the directors of the party submitting such proportion for the acquisition of

new or additional theatres shall fail or refuse to vote to acquire the same, then the party submitting such proposition to the New Corporation shall not have the right, either directly or indirectly, to acquire such new or additional theatre or theatres or any interest therein. The provisions of the within paragraph shall also apply to any renewals of the existing leases, namely: before either party renews its lease upon the respective theatres involved in this transaction, or upon any new theatres which may be acquired, the opportunity should be first offered to the New Corporation in the manner as hereinbefore more fully set forth.

Eighteenth. It is mutually agreed between the parties hereto that the regulations and By-Laws of this corporation shall include the following provisions:

(a) That dissolution of this company may be had upon the agreement of all of the Class A and Class B stockholders.

(b) Otherwise, there can be no dissolution of this corporation until as a condition precedent either class of stockholders give to the other at least one year's notice of their respective intention to dissolve said corporation, and no right to dissolve otherwise shall be recognized without the compliance with the foregoing notice provision.

In the event of dissolution, the corporation shall reassign to the respective parties to this agreement the leases of the respective theatres, together with any modifications [fol. 6316] or supplements to said respective leases, and including equipment contained in said theatres, and shall divide any and all cash on hand and supplies equally, and that otherwise the parties shall be restored to the status existing at the date of the execution of the contract in all respects.

Nineteenth. It is further understood and agreed that in the event the New Corporation should require additional financing, either because of losses in operation or for necessary improvements, or for the acquisition of new property, the respective parties will advance the necessary funds to the New Corporation by way of loans in equal amounts.

As security for the performance of this covenant, each party shall deposit its stock in the New Corporation in escrow with the Old Phoenix National Bank of Medina, Ohio,

as Escrow Agent, duly endorsed in blank. If either party shall fail to make any loan in accordance with these provisions, the other party shall have the right to make good the deficit and shall have a lien upon the leases and equipment in respect of such advances. At any time when the advance is made by one party for the account of the other, shall aggregate the sum of Twenty-five Hundred Dollars ($2500), the escrow agent shall, on thirty days written notice to the party in default (unless such $2,500 is paid to the other party within said thirty days), deliver the stock of the New Corporation held by the defaulting party and said defaulting party shall have no further interest in said New Corporation.

It is further understood that in the event that Fine for any reason does not wish to comply with the aforesaid deposit of the stock in escrow to be issued to Fine, then in that event and in lieu thereof Fine shall deliver to the New Corporation a guarantee satisfactory to Schine executed jointly and severally by the individuals to whom said Fine stock shall be distributed, to-wit: M. S. Fine, S. H. Stecker, Abe Kramer, P. E. Essick, J. S. Jossey and Charles G. Deckman, guaranteeing that in the event additional financing is required for the reasons above set forth that said [fol. 6317] individuals jointly and severally agree to provide their respective share of said funds required for said financing.

Twentieth. This agreement shall bind and inure to the benefit of the respective parties hereto, their respective successors and assigns.

In Witness Whereof, the parties hereto have affixed their signatures to duplicates hereof the day and place first above written.

Schine Medina Corporation, by Ben Yudelevitz, Pres., Party of the First Part. The Medina Temple Theatre Company, by M. S. Fine, Pres.; by P. E. Essick, Sec., Party of the Second Part.

Witnesses: Peter E. Klein.

Witnesses: Jane McFarland, Florence Johnston.

[fol. 6318] "Exhibit B"

Indenture of Lease

This indenture of lease made and entered into at Medina, Ohio, this 18th day of January, 1938, by and between The Medina Masonic Temple Company, an Ohio corporation, hereinafter called the Lessor, and the Medina Temple Theatre Company, an Ohio corporation, hereinafter called the Lessee,

Witnesseth:

That the Lessor does hereby let and lease unto the Lessee the theatre, auditorium, lobby and remaining unimproved portion of said premises for parking privileges, of the following described premises:

Parcel Described

Situated in the Village of Medina, County of Medina and State of Ohio; and known as being a part of Lots One Hundred Forty Two (142), One Hundrey Forty-Three (143), One Hundred Forty-four (144), One Hundred Forty-seven (147) and One Hundred Forty-eight (148) on the Medina Township side of said Village, bounded and described as follows: Beginning at a point on the north line of aest Liberty Street, One hundred feet east from the south-west corner of Lot 147; thence north thru lots 147 and 148 a distance of one hundred fifty feet to an iron pin; thence west in lot 148 a distance of One hundred feet to an iron pin set in the east line of North Elmwood Street; thence north along the east line of said street a distance of One Hundred Seven feet to an iron pipe; thence easterly in lots 142 and 143 two hundred sixty-eight and three tenths feet to a post; thence south twenty feet to a post; thence east fourteen feet to an iron pin; thence south in lot 144 Seventy-five feet to an iron pin; thence westerly in lots 144 and 148 a distance of one hundred sixty-five and sixty-six hundredths feet to an iron pin; thence south One Hundred sixty-feet to the north line of Liberty Street; thence west along said street line seventeen feet to the place of beginning, it being the intention of the Lessor and Lessee herein to lease that part of the premises owned by the Lessor which will adequately provide the Lessee with sufficient land to cover entirely that portion of the real estate owned by Lessor

upon which there has been constructed a theatre, auditorium, foyer and lobby, which the Lessee, by the terms of this lease, is leasing from said Lessor, and, in the event the foregoing description shall not be sufficient to cover that portion of the real estate upon which said theatre, auditorium, foyer and lobby was constructed, it shall then be the undertaking of the parties hereto that the premises described herein shall include all the premises required for [fol. 6319] said purpose, together with the granting to the Lessee and its patrons the right of ingress and egress to and from said premises by right of way leading south therefrom to West Liberty Street; also the right of ingress, by right of way on the north side of the building, to and from the unimproved portion of said premises used for parking space and to provide a driveway for said purpose, which rights shall not be exclusive, but to be enjoyed in common with the Lessor.

The Lessee shall have the right during the term of this lease to have the lobby extended to West Liberty Street, if it so desires. The Lessee shall also have the right to erect on top of the Masonic Temple Building, or any place on premices facing West Liberty Street, a sign or signs for advertising purposes for its theatre.

It is understood between the Lessor and Lessee herein that in connection with the lighting of the driveway leading into the parking space and the parking space herein leased to the Lessee, there are certain facilities already installed on top of the building and on poles in the parking space for the purpose of illuminating said driveway and parking space, and the Lessee agrees to pay for all current used in connection with said lighting.

To have and to hold unto the Lessee for a period of twenty-five (25) years, commencing on the 1st day of January, 1938, and ending on the 31st day of December, 1963, upon the covenants and agreements herein set forth.

The Lessee hereby covenants and agrees to pay the Lessor as minimum rental for the premises during said term, the sum of Six Thousand Dollars ($6,000.00) per year, for the duration of said lease, payable in monthly installments of Five hundred Dollars ($500.00) each in advance on the first day of each and every month.

[fol. 6320] In addition to the above stipulated minimum rental, the Lessee agrees to pay additional rental to the Lessor, computed on the basis of ten per cent (10%) of the

gross receipts in excess of Sixty Thousand Dollars ($60,000.00) per year. "Gross receipts" shall be defined as all income taken in at said theatre from the sale of tickets and admission fees, less refunds and any sums collected for city, county, state or federal tax purposes on admissions, imposed by law.

Determination of additional rental, if any, due in accordance with the terms hereof, shall be computed on an annual basis, and Lessee agrees to furnish semi-annually a written statement of all gross receipts taken in at said theatre, and in the event said statement discloses any excess due Lessor on receipts for said six-month period above the sum of Thirty Thousand Dollars ($30,000.00), said excess shall be paid within thirty (30) days after the completion of each semi-annual accounting period. In the event that it shall be found that there has been any overpayment of said additional rent during any of the above mentioned semi-annual periods, computed on an annual basis, then and in that event said Lessee shall be entitled to deduct any excess rental paid during any annual period from the subsequent minimum monthly rental amounts due under the terms of this lease. The payment of any excess rental due Lessor by reason of the foregoing clauses is hereby modified for a period not to exceed twelve and one-half (12½) years from the commencement of this lease as follows:

That during said period not to exceed twelve and one-half (12½) years from the commencement of this lease, the Lessee's obligation to pay additional rental to the Lessor in the manner above set forth *forth* shall be computed on the basis of five per cent (5%) of the gross receipts in excess of Sixty Thousand Dollars ($60,000.00), and the remaining five per cent (5%) shall be retained by the Lessee until such [fol. 6321] time as the Lessee has been repaid the sum of Twenty Thousand Dollars ($20,000.00, which sum of Twenty Thousand Dollars ($20,000.00) is the agreed amount between the parties hereto that shall be returned to the Lessee under this plan by reason of the fact that the said Lessee has contributed an amount in excess of Twenty Thousand Dollars ($20,000.00) for the benefit of the Lessor in connection with the construction of the theatre auditorium, foyer and lobby herein leased. It being the intentions of the parties hereto that in the event said agreed sum of Twenty Thousand Dollars ($20,000.00) to be repaid to the Lessee out of said division of excess rentals, shall be

repaid in this manner to said Lessee prior to twelve and one-half (12½) years from the commencement of this lease, then and in that event the within provision shall terminate immediately upon the repayment of the said sum of Twenty Thousand Dollars ($20,000.00) and thereafter any further amount of excess rental due Lessor shall be paid to Lessor in accordance with the original provisions pertaining to the payment of any excess rental which may be due in accordance with the provisions hereinabove set forth; meaning thereby, that the said Lessor shall then receive the original agreed amount of ten per cent (10%) of the gross receipts in excess of Sixty Thousand Dollars ($60,000.00). It is expressly understood that there shall be no obligation upon the Lessor to repay to the Lessee the aforesaid agreed amount advanced by Lessee for the completion of said building as is herein set forth except insofar as said amount may be repaid by the above division of excess rentals which may be due Lessor from Lessee in accordance with the terms of this lease.

All equipment and furnishings now installed by the Lessee or hereafter installed by Lessee, required for the operation of a modern theatre, shall be free and clear of all liens, except purchase money mortgages, it being further understood that the scund equipment shall be on a lease basis.

It is further understood that after all of said equipment and furnishings installed by Lessee have been fully paid [fol. 6322] for, and the purchase money mortgages thereon have been discharged, then at such time the Lessee agrees to execute and deliver to the Lessor as additional security for the faithful performances of the terms and conditions of the within lease, a chattel mortgage in favor of the Lessor covering said items of personal property installed or hereafter to be installed by Lessee, and Lessee agrees to execute additional chattel mortgage or mortgages when necessary to cover additional equipment or furnishings which may hereafter be installed by Lessee.

The Lessor agrees to furnish the necessary equipment and facilities to properly heat the demised premises and further agrees to furnish a fireman to operate said heating system, and in consideration thereof, the Lessee agrees to furnish and pay for all fuel used to heat said theatre, together with all fuel used in connection with the heating of the Masonic Temple Building.

Lessee shall pay for all electric current and water used and consumed in the leased premises.

Lessee shall pay all expenses in operating and maintaining the air conditioning and ventilating system installed by the lessor.

Lessee shall maintain at its own expense all inside repairs and decorations, pertaining to said theatre, foyer and lobby.

Lessor shall maintain at its own expense the exterior of said building and premises, containing said theatre, foyer and lobby.

Lessee shall carry at its own expense adequate liability insurance for the benefit of both itself and Lessor in the customary amount carried by theatres of this size, but in any event within the $25,000.00-$50,000.00 limits, and Lessor agrees to carry liability insurance in a similar amount for the remaining portion of said building in which said theatre is situated.

Lessor shall maintain at its own expense sufficient fire and tornado insurance covering said portion of said build- [fol. 6323] ing in an amount sufficient to rebuild said theatre, including foyer and lobby, in case of fire or destruction during the term of said lease and in the event of such a contingency Lessor agrees to promptly rebuild any damaged portion of said theatre and the within lease shall remain in full force and effect except no rent shall be paid by the Lessee during said period and until such time as said theatre has been rebuilt and ready for use and occupancy by the Lessee.

It is understood that there shall be no abatement of rental as long as Lessee is able to operate said theatre.

The Lessee agrees that it will not permit the said premises to be used for any unlawful purpose, or in any way that will injure the reputation of the premises or the building of which they are a part, or disturb the tenants of the building or of the neighborhood, except insofar as the normal operation of a theatre would affect same.

The Lessee further covenants that it will not permit any alterations upon any part of the demised premises without the written consent of the Lessor. All alterations or additions to the said premises shall remain for the benefit of the said Lessor.

The Lessee further covenants that it will deliver up and surrender to the Lessor possession of the premises hereby

leased upon the expiration of this lease or its termination in any way in as good condition and repair as the same shall be at the commencement of said term (loss by fire, elements and ordinary wear and tear only excepted.)

The Lessee further covenants and agrees that the Lessor may have free access to the premises at all reasonable times for the purpose of examining the same or to make any alterations or repairs to the building that Lessor may deem necessary for its safety or preservation, provided, however, that such repairs or alterations shall not interfere with the operation of the said theatre.

[fol. 6324] The Lessee further covenants and agrees that the Lessor shall not be liable for any damage occasioned by failure to keep said premises in repair and shall not be liable, after Lessor has put said premises in good condition, for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes, or sewage or the bursting, leaking or running of any cistern, tank, washstand, water closet or waste pipe in, above, upon or about said building or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door or otherwise, unless said damage be caused by negligence of the Lessor or its duly authorized agents or servants, nor for any damage arising from acts or negligence of co-tenants or other occupants of the said building, or any owners or occupants of adjoining or contiguous property, unless notice thereof has been duly served upon Lessor by the Lessee and Lessor fails within reasonable time to correct said situation within its power to remedy.

The Lessee further covenants and agrees that every demand for rent, wherever and whenever made, shall have the same effect as if made at the time it falls due and at the place of payment or on the premises; and after the service of any notice or commencement of any suit, or final judgment therein, Lessor may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment. Any notice or summons to be served by or on behalf of Lessor upon Lessee under this lease or in connection with any proceedings or action growing out of this lease, or the tenancy arising therefrom, may be sufficiently served by leaving such notice or summons addressed to the Lessee upon the said demised premises. Any notice to be served upon the Lessor under this lease may be served by sending it to the

Lessor at Medina, Ohio, by registered mail, or to any other [fol. 6325] address given to the Lessee by the Lessor.

The Lessee further covenants and agrees at all times to save harmless the Lessor from all damages that may occur to any person or persons on the demised property, or to the property itself, resulting from any act done by or through the Lessee, and to at all times maintain and occupy the said premises in a safe and careful manner.

The Lessee covenants that it will remove from the premises regularly, at its own cost and expense, all garbage, rubbish and waste material, and shall not permit any offensive odors on said premises, and shall provide proper receptacles for garbage, rubbish and waste material, the location of which shall be at the election of the Lessor; and likewise Lessor covenants that it will not allow any other tenants in the building to create any offensive odors on said premises which may be likely to be drawn in by the ventilating system used in said theatre, or allow other tenants to unduly display merchandise in any manner that will obstruct the entrance to the theatre and shall not allow any of the other tenants in said building to in any manner obstruct the outside area-ways used for exit purposes by said theatre.

If the Lessee shall be in default in the payment of rent or any part thereof, or shall violate any of the covenants or obligations of this lease, the Lessor may at its option terminate this lease by serving thirty (30) days written notice of its intention to so terminate. If the default is not cured within the said thirty-day period, the Lessor may then declare the lease void, and enter into possession of the said premises and sue for and recover any and all damages accrued or accruing under this lease. The Lessor may sue for and recover any sums due under this lease without declaring the lease void or entering into possession of the said premises.

The Lessee shall not assign the within lease without the [fol. 6326] written consent of the Lessor.

The Lessor covenants and agrees that if the Lessee shall perform all the covenants and agreements herein stipulated, the Lessee shall at all times during the said term have the peaceful and quiet enjoyment and possession of said premises without any manner of let or hindrance from Lessor or any person or persons lawfully claiming said premises.

Wherever the words "Lessor" and "Lessee" appear in the within lease, the same shall include the Lessor or Lessee and their successors and assigns.

In witness whereof, the parties have hereunto set their hands to duplicates hereof on the day and year and place first above written.

The Medina Masonic Temple Company by (Signed) Geo. S. Mellert, Pres., C. W. Reinhardt, Sec., Lessor.

The Medina Temple Theatre Company, by (Signed) M. S. Fine, Pres., P. E. Essick, Sec., Lessee.

Signed in the presence of: (Signed) N. S. Kellogg, Arthur VanEft, As to Lessor; J. M. Friedlander, Sara Garmone.

Acknowledgments.

[fol. 6327] Copy

EXHIBIT 648-A

Lease

This indenture of lease, dated for convenience the *1st* day of April, 1937, but actually executed this *21st* day of July, 1937, by and between the Medina Theatre Corporation of Medina, Ohio, a corporation duly organized and existing under and by virtue of the laws of the State of Ohio (hereinafter designated as the "Lessor") and the Schine Medina Corporation, an Ohio corporation with its principal office and place of business in the City of Cleveland, Ohio, (hereinafter designated the "Lessee").

Witnesseth

That said Lessor does hereby demise, let and lease unto the said Lessee, its successors and assigns, the following described premises, situated in the City of Medina, County of Medina and State of Ohio and known as the Princess Theatre, situated at No. 100 Public Square, and further described as the premises located on the N. E. corner of the Public Square in said village, including the building, fixtures, furniture, curtains, scenery, sound equipment, seats and machinery, together with any and all additional furniture, fixtures, equipment and appliances connected

therewith and contained in said theatre heretofore conducted by said Lessor and known as the Princess Theatre of Medina, Ohio; it being the intent of said Lessor to let and lease unto the said Lessee that portion of the building only which is known and designated as the Princess Theatre, together with the basement under said premises, with the privilege of using the areaways appurtenant to the above described premises for ingress and egress purposes, in common with the Lessor, other tenants of the building, and all others who may desire to use same for passage, including ingress and egress purposes.

The Lessor covenants and agrees that it will pay all general and special property taxes levied by the State of Ohio, or any subdivision thereof upon the demised premises, or any part thereof, including all general and special property taxes levied by the State of Ohio, or any subdivision [fol. 6328] thereof upon the demised premises, or any part thereof, including all general and special property taxes levied by the State of Ohio, or any subdivision thereof, upon the furniture and equipment hereinbefore described; that the Lessor shall not be required to pay any special taxes or license fees levied, assessed or imposed by law or ordinance upon the business being conducted by the Lessee therein as a motion picture theatre, and shall hold the Lessor harmless therefrom.

The Lessee shall at its own expense and cost supply the theatre and lobby with the necessary heat, having regard for the purpose for which the premises are to be used; Lessor to furnish all water.

The Lessor covenants, represents, warrants and guarantees that the said theatre at the time the demised premises are delivered to the Lessee as provided herein shall be duly and completely equipped for operation as a motion picture theatre, and that all equipment and personal property therein shall be owned by the Lessor free and clear of any and all liens, claims, charges, mortgages or encumbrances of any and every nature whatsoever. The Lessee may at any time replace any of the equipment contained in the demised premises provided that such replacements shall be equal in quality to the quality and condition of the replaced equipment. All furniture, fixtures or equipment removed by the Lessee shall become the property of the Lessee, and all replacements shall, upon the termination of this lease, become the property of the Lessor. Any

furniture, fixtures or equipment installed by the Lessee as additional furniture, fixtures and equipment not in the nature of replacements shall at all times remain the property of the Lessee, and may be removed by it from the demised premises at any time.

To Have and to Hold the above described premises with all the rights, privileges, easements and appurtenances thereunto belonging and attaching, unto the Lessee for a term of twenty (20) years, commencing at 12 o'clock, midnight on the 1st day of September, 1937, on which date absolute and complete legal possession of the motion picture theatre in the said building shall be delivered to the Lessee ready for use and operation as a motion picture theatre, in accordance with the provisions hereof.

[fol. 6329] Yielding and paying therefor, during the term aforesaid, the yearly rental of Thirty-six Hundred ($3600) Dollars, payable in equal monthly installments of Three Hundred ($300) Dollars each, in advance, on the 1st day of each and every month of the term hereof, at the office of the Lessor herein.

And the said Lessee, for itself, its successors and assigns, does hereby covenant and agree with said Lessor as follows:

A. That the said Lessee shall indemnify and save harmless the Lessor from and against all loss, liability or damage for injuries to persons or property sustained on said premises and from all loss liability or damage by reason of the operation of said theatre by the said Lessee.

B. That the Lessee will neither do nor permit any act or thing which may increase the fire hazard or insurance rates on said building.

C. That said Lessee shall at its own expense, make all interior repairs to said theatre and that it will indemnify and save harmless the Lessor from and against all liens, claims or damages by reason of any repairs or improvements which may be made by said Lessee on said premises, except the alterations and changes as hereinafter set forth.

D. That said Lessee will pay said rent at the times and places and in the manner aforesaid.

E. That said Lessor will pay all bills for water, and the said Lessee shall pay for all gas and electric current

which may be assessed or charged against the occupant of said premises during said term, or any extension thereof.

F. That said Lessee will use and occupy said premises in a careful, safe and proper manner and that it will carefully control and guard all fires that may occur therein.

G. That said Lessee will not commit or suffer any waste therein.

H. That said Lessee will fully comply with and obey all the laws, ordinances, rules, regulations and requirements of all lawfully constituted authorities in any way affecting said premises or the use thereof, or this lease.

I. That said premises will not be used or occupied for any unlawful purpose.

J. That no intoxicating liquor shall be manufactured or sold on said premises during the said term.

K. That the Lessee shall not sell, assign or transfer this lease or underlet the premises, or any part thereof, without the written consent of the Lessor.

[fol. 6330] L. That said Lessor, or its agents, may enter upon said premises at all reasonable times, to examine the condition of the same.

M. That said Lessee will surrender and deliver up said premises at the end of said term in as good order and condition as the same now are, or may be put by said Lessor, reasonable use or natural wear and tear, or unavoidable casualty excepted.

N. That every demand for rent after the same falls due shall have the same effect in law as if made on the day and at the time the same is due, any law to the contrary notwithstanding.

O. That the Lessee will make no alterations or additions in or to said premises without the written consent of the Lessor.

Providing, however, that if said rent, or any part thereof, shall at any time be in arrears and unpaid and shall remain unpaid for a period of thirty (30) days thereafter, and without any demand being made therefor, or, if said Lessee shall fail to keep and perform any of the covenants, agree-

ments and conditions of this lease on its part to be kept and performed, or if said Lessee shall be adjudged a bankrupt, or shall make an assignment for creditors, or if the interest of the Lessee herein shall be sold under execution or other legal process, or if a receiver shall be appointed for any property of the Lessee on said premises in any suit or proceeding by or against the Lessee, it shall be lawful for said Lessor, its successors and assigns, to enter into said premises and again have, repossess and enjoy the same as if this lease had not been made, thereupon this lease and everything herein contained on the part of the said Lessor to be done and performed shall cease, determine and be utterly void; without prejudice, however, to the right of the Lessor to recover from the Lessee, or assigns, all rent due up to the time of such entry, and,

Providing further, that in case said theatre and theatre building, without any fault or neglect of said lessee shall be destroyed by the elements or other cause, said Lessee may thereupon surrender possession of said premises to said Lessor and thereupon this lease shall determine, cease and be utterly void; but in case of partial destruction of said building, the Lessor shall at once proceed to make the repairs necessary to put the building in its former condition and this lease shall not terminate, but during the time in which such repairs are being made, no rent shall be payable, except for such parts of said premises as may then be used [fol. 6331] and occupied by said Lessee.

And said Lessor hereby covenants and agrees with said Lessee, its successors and assigns:

A. That said Lessee, paying the rents and keeping and performing the covenants of this lease, on its part to be kept and performed, said Lessee shall peaceably and quietly hold, occupy and enjoy said premises during said term, without any let, hindrance or molestation by any person whatsoever; and,

B. The said Lessor will make all repairs to the roof, skylights and exterior of said building.

It is further agreed by the parties hereto that said demised premises shall be used for the purpose of conducting and operating therein a motion picture and theatre business and that for such business it is necessary to remodel the exterior and interior of said building and demised pre-

mises and it is agreed that such remodeling and alterations shall be done upon the following terms and conditions.

A. That all plans, blue prints and specifications for the remodeling of said building shall conform to any and all building codes of the State of Ohio, or any political subdivision thereof, and approved by all authorities enforcing said codes and shall also have the approval of said Lessee, all to be done before the work of remodeling said building is begun.

B. That all expenses for the plans, blue prints, specifications, estimates and securing the approval as aforesaid, shall be paid by Lessor.

C. That Lessor shall advance and pay the total expense of remodeling and altering said demised premises for use and occupancy as a motion picture and theatre business; all estimates for this work have been submitted to the Lessee herein and it is agreed that said Lessor shall advance and pay, for the purpose of making said alterations and changes in said demised premises, a sum not to exceed Twelve Thousand ($12,000) Dollars, but, in no event shall said alterations and remodeling cost less than Ten Thousand ($10,000) Dollars, including the installation of any and all furniture and fixtures.

It is further stipulated and agreed that the Lessee shall be under no obligation to pay rent for said demised premises until said theatre and theatre building have been completely remodeled and altered in accordance with the plans and specifications heretofore approved by said Lessee, anything herein contained to the contrary notwithstanding.

This lease and all the covenants, provisions, terms, conditions and agreements herein contained shall inure to the profit of and be binding upon the successors and assigns of the parties hereto.

[fol. 6332] In witness whereof, the parties hereto have caused these presents to be executed as of the day and year first above written.

The Medina Theatre Corporation, by —— ——, President, by —— ——, Sec'y. & Treas. The Schine Medina Corporation, by —— ——, President, by —— ——, Secretary.

Witnesses: —— ——,

STATE OF OHIO,
Cuyahoga County, ss:

Before me, a Notary Public in and for said county, personally appeared George S. Willis, President, and Florence Willis, Secretary of the Medina Theatre Corporation, the corporation which executed the foregoing instrument, who acknowledeged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such President and Secretary in behalf of said corporation and by authority of its board of directors; and that said instrument is their free act and deed, individually, and as such President and Secretary and the free and corporate act and deed of said Medina Theatre Corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Medina, Ohio, this 21st day of July, 1937.

——— ———, Notary Public.

STATE OF OHIO,
Cuyahoga County, ss:

Before me, a Notary Public, in and for said county personally appeared Ben Yudelevitz, President, and John A. May, Secretary, of The Schine Medina Corporation, the corporation which executed the foregoing instrument, who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such President and Secretary in behalf of said corporation and by authority of its board of directors; and that said instrument is their free act and deed individually and as such President and Secretary and the free and corporate act and deed of said The Schine Medina Corporation.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Cleveland, this 21st day of July, 1937.

——— ———, Notary Public.

[fol. 6333] EXHIBIT 649

Ars Gratia Artis
Metro-Goldwyn-Mayer Pictures

Metro-Goldwyn-Mayer Distributing Corporation

509 Pearl Street
Buffalo, N. Y.

May 5, 1933

Mr. P. Grafiades
Palace Theatre
Lockport, N. Y.

Dear Mr. Grafiades:

In acknowledgment of your letter received, requesting information as to our 1933-34 product, please be advised that our new season's policy on product has not been set up as yet for the forthcoming season, and we are not now in a position to make any definite commitment regarding the new year's pictures.

However, we appreciate your inquiry and will certainly keep your situation in mind, as you request.

Kindest regards.

Sincerely,

E. K. O'Shea
Resident Manager

EKO'S:MF

[fol. 6334] EXHIBIT 650

Universal Film Exchanges Inc.
505 Pearl Street
Buffalo, N. Y.

May Eighth 1-9-3-3

Mr. Peter Grafiades, President
Reliance Theatres, Inc.
Palace Theatre
Lockport, N. Y.

Dear Sir:

This will acknowledge your letter of April 29th.

In view of the fact that we already have, in existence, a long-term franchise with the Schine Theatres in Lockport, we are unable to comply with your request to commit ourselves to play any of our pictures in your theatre.

We shall be glad to negotiate with you, as we have in the past, on any of the pictures that Schine eliminates in this situation.

Very truly yours,

Universal Film Exchanges, Inc.
Dave Miller
Resident Manager

DM-RA

[fol. 6335] EXHIBIT 651

Paramount Pictures Distributing Corporation
Distributor of
Paramount Pictures
464 Franklin St. Buffalo, N. Y.

May 16, 1933.

Mr. Peter Grafiades
Palace Theatre
Lockport, N. Y.

Dear Mr. Grafiades:

We have your recent letter regarding our next season's product for Lockport, N. Y.

It is too early as yet to make plans for next season. We will, however, keep your request at hand until such time as we are ready to sell our new season's product. We will at that time give it consideration.

Very truly yours,

K. G. Robinson,
Branch Manager.

KGR:EB

[fol. 6336] EXHIBIT 652

Paramount Pictures Distributing Corporation
Distributor of Paramount Pictures
Times Square New York
Chickering 4-7040 - Cable Address *Famfilm*

Office of J. J. Unger June 1st, 1933.

Mr. Peter Grafiades, President,
Reliance Theatres, Inc.,
Palace Theatre,
Lockport, N. Y.

Dear Sir:—

Your letter of May 26th to the Motion Picture Producers and Distributors has been referred to us for attention.

We regret very much that it will be impossible for us to offer you our product for the coming season, because of our partnership with Mr. Schine in the Rialto Theatre.

Naturally, we have to reserve our pictures for our own theatre.

Very truly yours,

JJU:NRC J. J. Unger.

[fol. 6337] EXHIBIT 653

Ars Gratia Artis
Metro-Goldwyn-Mayer Pictures
Loew Building - 1540 Broadway
New York

Office of W. F. Rodgers

July 28, 1933.

Mr. Peter Grafiades,
Palace Theatre,
Lockport, New York.

My Dear Mr. Grafiades:

The delay in acknowledging your letter to me of the 18th has been occasioned by my frequent absences from the city.

In our negotiations with the Schine interests it will very likely be that we will have to give them consideration for

our product at Lockport, as well as other situations, and as we are hardly in a position to forego or jeopardize the business from their other situations, and for the further reason that they have for a number of years been a very representative account, we feel that our interests would be best served by giving them such consideration.

Under the circumstances, we are not in a position to offer your our 1933-34 product.

The assurance you speak of as made to you by Messrs. Dipson and Osborne was certainly not with our sanction, as no arrangements were made with them for the delivery of product to the Palace Theatre, Lockport, beyond those pictures covered in the existing agreements and representing those subjects under contract to the above theater for what is known as our 1932-33 product.

We appreciate your letter of inquiry and also the consideration you have seen fit to give us in the past and feel sure that after due deliberation you will fully understand our position in the matter.

With kindest regards,

Sincerely,

W. F. Rodgers

WFR:MTL

Form 20 Rev. 1934 11-34
Printed in U. S. A.

EXHIBIT 662

HOME OFFICE COPY

COLUMBIA TURES CORPORATION

2 MEMO ALTERATION OR CANCELLATION OF CONTRACT

BRANCH Cleveland DATE 12/10/35 SALESMAN Becker ZONE 3 NUMBER 1135

CIRCUIT	THEATRE	TOWN AND STATE	DATE OF ORIGINAL CONTRACT	ORIGINAL CONTRACT NO.
Ind.	Southern	Bucyrus	8/7/35	35

PRODUCTION NUMBER	PRODUCTION	OLD CONTRACT NO. DATES	OLD CONTRACT AMOUNT	CHANGED TO NO. DATES	CHANGED TO AMOUNT	INCREASE	DECREASE	CANCELLED
6010	If you Could Only Cook	3/4	40 -	ag 30%	Set on Sum			
				2	40 - ag 30%	plus Midnight show New years Eve		
6011	Crime & Punishment	3/4	40 -	ag 30%	Set on Sum			
	In Private			2	40 - ag 30%	Set on Sum		
	TOTALS							

[fol. 6340]

EXHIBIT 682

Columbia Pictures Corporation
Release Schedule

1938–39

As of August 1st, 1939

Features

Production	Director	Cast	Running time in Minutes	Release Date
1. You Can't Take It With You	Capra	Jean Arthur, James Stewart, Lionel Barrymore, Edward Arnold, Mischa Auer, Spring Byington, Ann Miller, etc., etc.	127	Sept. 29th
2. Crime Takes A Holiday	Collins	Jack Holt, Marcia Ralston	59	Oct. 5th
3. Flight To Fame	Coleman	Charles Farrell, Jacqueline Wells	57	Oct. 12th
4. The Little Adventuress	Lederman	Edith Fellows, Jacqueline Wells, Cliff Edwards, Robert Paige	62	Oct. 24th
5. Adventure in Sahara	Lederman	Paul Kelly, Lorna Gray	58	Nov. 15th
6. Blondie	Strayer	Penny Singleton, Arthur Lake, Dorothy Moore, Larry Simms, Danny Mummert	72	Nov. 30th
Terror of Tiny Town (Special Release—not part of regular program.)	Sam Newfield	Jed Buell's Midgets	63	Dec. 1st
7. The Strange Case of Dr. Meade	Collins	Jack Holt, Beverly Roberts, Noah Beery, Jr.	67	Dec. 15th
8. There's That Woman Again	Hall	Melvyn Douglas, Virginia Bruce, Margaret Lindsay	74	Dec. 24th
9. Smashing The Spy Ring	Cabanne	Fay Wray, Ralph Bellamy	62	Dec. 29th
10. Homicide Bureau	Coleman	Bruce Cabot, Rita Hayworth	59	Jan. 5th
11. The Lone Wolf Spy Hunt	Godfrey	Warren William, Ida Lupino, Ralph Morgan	71	Jan. 27th
12. North of Shanghai	Lederman	Betty Furness, James Craig	59	Feb. 10th
13. My Son Is A Criminal	Coleman, Jr.	Alan Baxter, Jacqueline Wells	59	Feb. 22nd
14. Let Us Live	Brahm	Henry Fonda, Maureen O'Sullivan, Ralph Bellamy	69	Feb. 28th
15. Blondie Meets The Boss	Strayer	Penny Singleton, Arthur Lake, Dorothy Moore, Larry Simms, Danny Mummert	74	Mar. 8th
16. Whispering Enemies	Collins	Jack Holt, Dolores Costello, Fert Kelton	63	Mar. 24th
17. Romance of the Redwoods	Vidor	Charles Bickford, Jean Parker	67	Mar. 30th

EXHIBIT 682

Columbia Pictures Corporation
Release Schedule

1938-39

Features

As of August 1st, 1939

Production	Director	Cast	Running time in Minutes	Release Date
18. The Lady And The Mob	Stoloff	Fay Bainter, Ida Lupino, Henry Armetta, Lee Bowman, Warren Hymer	66	Apr. 3rd
19. First Offenders	McDonald	Walter Abel, Beverly Roberts, Iris Meredith, Johnny Downs	62	Apr. 12th
20. Outside These Walls	McCarey	Dolores Costello, Michael Whalen, Virginia Weidler	61	May 4th
21. Blind Alley	Vidor	Chester Morris, Ralph Bellamy, Ann Dvorak, Joan Perry, Rose Stradner	71	May 11th
22. Missing Daughters	Coleman, Jr.	Richard Arlen, Marian Marsh, Rochelle Hudson, Isabell Jewell	59	May 22nd
23. Only Angels Have Wings	Hawks	Jean Arthur, Cary Grant, Richard Barthelmess, Thomas Mitchell, Rita Hayworth, Noah Beery, Jr.	121	May 25th
24. Trapped In The Sky	Collins	Jack Holt, Katherine DeMille, Ralph Morgan	61	June 1st
25. Clouds Over Europe	Whalen	Laurence Olivier, Valerie Hobson, Ralph Richardson	79	June 20th
26. Parents On Trial	Nelson	Jean Parker, Johnny Downs	58	June 29th
27. Good Girls Go To Paris	Hall	Joan Blondell, Melvyn Douglas, Walter Connolly, Joan Perry	78	June 30th
28. A Woman Is The Judge	Grinde	Rochelle Hudson, Otto Kruger, Frieda Inescort	62	July 10th
29. Blondie Takes A Vacation	Strayer	Penny Singleton, Arthur Lake, etc.	71	July 20th
30. Behind Prison Gates	Barton	Brian Donlevy, Jacqueline Wells, Paul Fix	62	July 28th
31. Coast Guard	Ludwig	Randolph Scott, Ralph Bellamy, Frances Dee, Walter Connolly	—	Aug. 4th
32. The Man They Could Not Hang	Grinde	Boris Karloff, Roger Pryor, Lorna Gray	—	Aug. 17th
33. Five Little Peppers And How They Grew	Barton	Edith Fellows, Dorothy Peterson, Clarence Kolb	—	Aug. 22nd
34. Konga, The Wild Stallion	Nelson	Fred Stone, Rochelle Hudson, Richard Fiske	—	Aug. 30th
35. Golden Boy	Mamoulian	Barbara Stanwyck, Adolph Menjou, William Holden, Joseph Calleia	—	Sept. 5th

Westerns

1. West Of The Santa Fe	Nelson	Charles Starrett, Iris Meredith	57	Oct. 3rd
2. Law Of The Texan	Clifton	Buck Jones, Dorothy Fay	54	Oct. 24th
3. In Early Arizona	Levering	Bill Elliott, Dorothy Gulliver	53	Nov. 2nd
4. Rio Grande	Nelson	Charles Starrett, Ann Doran, Sons of the Pioneers	59	Dec. 8th
5. California Frontier	Clifton	Buck Jones, Carmen Bailey	54	Dec. 15th
6. The Thundering West	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	57	Jan. 12th
7. Frontiers Of '49	Levering	Bill Elliott, Luana De Alcanis	54	Jan. 19th
8. Texas Stampede	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	57	Feb. 9th
9. Lone Star Pioneers	Levering	Bill Elliott, Dorothy Gulliver	56	Mar. 16th
10. North of the Yukon	Nelson	Charles Starrett, Linda Winters, Sons of the Pioneers	64	Mar. 30th
11. The Law Comes to Texas	Levering	Bill Elliott, Veda Ann Borg, Sons of the Pioneers	58	Apr. 16th
12. Spoilers Of The Range	Coleman, Jr.	Charles Starrett, Iris Meredith, Sons of the Pioneers	58	Apr. 27th
13. Western Caravans	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	58	June 15th
14. The Man From Sundown	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	59	July 15th
15. Riders of Black River	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	—	Aug. 23rd

Columbia Pictures Corporation

1939-40

Release Schedule-

Features

As of Sept 1t

Production	Director	Cast	Running Time in Minutes	Release Date
GOLDEN BOY (1938-39)	Mamoulian	Barbara Stanwyck, Adolphe Menjou, William Holden, Joseph Calleia	101	Sept. 5th
1. Hidden Power	Collins	Jack Holt, Gertrude Michael, Dickie Moore	60	Sept. 7th
2. Those High Grey Walls	Vidor	Walter Connolly, Iris Meredith, Onslow Stevens	82	Sept. 21st
3. U-Boat 29	Powell	Conrad Veidt, Sebastian Shaw, Valerie Hobson	79	Oct. 7th
4. Scandal Sheet	Grinde	Otto Kruger, Ona Munson, Nedda Harrington	67	Oct. 16th
5. Mr. Smith Goes To Washington	Capra	Jean Arthur, James Stewart, Claude Rains, Edward Arnold, Guy Kibbee, Thomas Mitchell, Beulah Bondi	130	Oct. 19th
6. Beware Spooks!	Sedgwick	Joe E. Brown, Mary Carlisle	68	Oct. 24th
7. Miracle on Main Street	Seekele	Walter Abel, Margo, Lyle Talbot, William Collier, Sr.	78	Oct. 29th
8. Blondie Brings Up Baby	Strayer	Penny Singleton, Arthur Lake, Baby Dumpling (Larry Simms), etc.	69	Nov. 9th
9. The Amazing Mr. Williams	Hall	Joan Blondell, Melvyn Douglas	66	Nov. 23rd
10. Cafe Hostess	Salkow	Preston Foster, Ann Dvorak	63	Nov. 30th
11. Fugitive At Large	Collins	Jack Holt, Patricia Ellis	66	Dec. 7th
12. My Son Is Guilty	Barton	Bruce Cabot, Jacqueline Wells	63	Dec. 28th
13. Music In My Heart	Santley	Tony Martin, Rita Hayworth, Edith Fellows, Andre Kostelanets and his Orchestra	70	Jan. 10th
14. His Girl Friday	Hawks	Cary Grant, Rosalind Russell, Ralph Bellamy	92	Jan. 18th
15. The Lone Wolf Strikes	Salkow	Warren William, Joan Perry	67	Jan. 26th
16. Convicted Woman	Grinde	Rochelle Hudson, Glenn Ford, Frieda Inescort, Lola Lane, June Lang	66	Jan. 31st
17. Five Little Peppers At Home	Barton	Edith Fellows, Dorothy Peterson, Clarence Kolb, Dorothy Ann Seece	65	Feb. 8th
18. Blondie On A Budget	Strayer	Penny Singleton, Arthur Lake, Baby Dumpling (Larry Simms), Rita Hayworth, etc.	73	Feb. 29th

REASON (GIVE FULL DATA)

Exhibitor forced to change policy due to opposition which is Schines having all major product under contract, he will now make 4 changes per week instead of 3 as he is unable to buy major product. 2nd Run

INSTRUCTIONS:-

PREPARE IN QUADRUPLICATE, ORIGINAL (WHITE) HOME OFFICE COPY, DUPLICATE (BLUE) DISTRICT OFFICE COPY, TRIPLICATE (YELLOW) BRANCH OFFICE COPY, QUADRUPLICATE (PINK) BRANCH FOLLOW UP COPY, TO BE FILED IN BINDER, SUPPLIED FOR THIS PURPOSE, IN NUMERICAL ORDER. THIS FORM TO BE USED FOR ALTERING OR CANCELLING ANY CONTRACT. BE SURE TO LIST ONLY ONE CONTRACT ON EACH FORM, PLACING AMOUNTS IN PROPER COLUMNS; IF USED AS AN ALTERATION FILL AMOUNTS IN FIRST TWO COLUMNS, AND EITHER THE THIRD OR FOURTH AS NECESSARY. IF USED AS A CANCELLATION ENTER AMOUNTS IN LAST COLUMN ONLY. TOTALS OF EACH COLUMN MUST BE SHOWN.

FOR H. O. USE

WEEK ENDING

APPROVAL DEPT.

CUT-OFF DEPT.

COMPTOMETER

APPROVED

APPROVED

DEC 17 1935

DISTRICT MANAGER

HOME OFFICE

6338-6339

4172A

19. Outside The 3-Mile Limit	Collins	Jack Holt, Irene Ware	65	Mar. 7th	
20. Men Without Souls	Grinde	John Litel, Rochelle Hudson	62	Mar. 14th	
21. Too Many Husbands	Ruggles	Jean Arthur, Fred McMurray, Melvyn Douglas	84	Mar. 21st	
22. The Man With Nine Lives	Grinde	Boris Karloff, Roger Pryor, Jo Ann Sayres	73	Apr. 18th	
23. The Doctor Takes A Wife	Hall	Loretta Young, Ray Milland, Gail Patrick, Reginald Gardiner, George Metaxa	89	Apr. 25th	
21 Days Together (Not included in 1939–40 program)	Dean	Vivien Leigh, Laurence Olivier	72	May 16th	
24. Babies For Sale	Barton	Glenn Ford, Rochelle Hudson	64	May 16th	
25. Island of Doomed Men	Barton	Peter Lorre	67	May 20th	
26. The Lone Wolf Meets A Lady	Salkow	Warren William, Jean Muir	71	May 30th	
27. Mad Men of Europe	De Courville	Edmund Gwenn, Mary Maguire	73	June 3rd	
28. Passport To Alcatraz	Collins	Jack Holt, Cecelia Callejo, Noah Beery, Jr., Maxie Rosenbloom	60	June 6th	
29. Girls of the Road	Grinde	Ann Dvorak, Lola Lane, Helen Mack	61	June 20th	
30. Out West With The Peppers	Barton	Edith Fellows, Dorothy Peterson, Dorothy Ann Seese, etc.	62	June 30th	
31. Military Academy	Lederman	Tommy Kelly, Bob Jordan, Jackie Searle, Dave Holt	66	July 18th	
I Married Adventure (Not included in 1939–40 program)		Osa (Mrs. Martin) Johnson	78	July 24th	
32. Blondie Has Servant Trouble	Strayer	Penny Singleton, Arthur Lake, Larry Simms, etc.	70	July 25th	
33. The Lady In Question	Vidor	Brian Aherne, Rita Hayworth, Irene Rich, Glenn Ford	81	Aug. 7th	
34. The Secret Seven	Moore	Bruce Bennett, Florence Rice	62	Aug. 15th	
35. He Stayed For Breakfast	Hall	Loretta Young, Melvyn Douglas	89	Aug. 22nd	
36. Five Little Peppers In Trouble	Barton	Edith Fellows, Dorothy Peterson, Dorothy Ann Seese, etc.	65	Sept. 1st	
37. Before I Hang	Grinde	Boris Karloff, Evelyn Keyes	—	Sept. 17th	
38. The Howards of Virginia	Lloyd	Cary Grant, Martha Scott, Sir Cedric Hardwicke	—	Sept. 19th	
39. Glamour For Sale	Lederman	Roger Pryor, Anita Louise	—	Sept. 27th	
40. Angels Over Broadway	Hecht	Douglas Fairbanks, Jr., Rita Hayworth, Thomas Mitchell	—	Sept. 30th	

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Columbia Pictures Corporation

Release Schedule

1939–40

As of Sept. 1st

Features

	Production	Director	Cast	Running Time in Minutes	Release Date
			Westerns		
1.	Outpost of the Mounties	Coleman, Jr.	Charles Starrett, Iris Meredith, Sons of the Pioneers	63	Sept. 14th
2.	The Stranger From Texas	Nelson	Charles Starrett, Lorna Gray, Sons of the Pioneers	54	Nov. 2nd
3.	Taming Of The West	Deming	Bill Elliott, Iris Meredith	55	Dec. 7th
4.	Two-Fisted Rangers	Lewis	Charles Starrett, Iris Meredith, Sons of the Pioneers	62	Jan. 4th
5.	Pioneers Of The Frontier	Nelson	Bill Elliott, Linda Winters	58	Feb. 1st
6.	Bullets For Rustlers	Nelson	Charles Starrett, Lorna Gray, Sons of the Pioneers	58	Mar. 5th
7.	Blazing Six Shooters	Lewis	Charles Starrett, Iris Meredith, Sons of the Pioneers	61	Apr. 4th
8.	The Man From Tumbleweeds	Lewis	Bill Elliott, Iris Meredith, Walter 'Dub' Taylor	59	May 2nd
9.	Texas Stagecoach	Lewis	Charles Starrett, Iris Meredith, Sons of the Pioneers	59	May 23rd
10.	The Return of Wild Bill	Lewis	Bill Elliott, Iris Meredith, Walter 'Dub' Taylor	60	June 27th

Release Schedule

Final

Features

Production	Director	Cast	As of Sept. 1st Running Time in Minutes	Date Release
26. Her First Beau	Reed	Jane Withers, Jackie Cooper, Edith Fellows, Josephine Hutchinson	78	May 8th
27. She Knew All The Answers	Wallace	Franchot Tone, Joan Bennett, Eve Arden	86	May 15th
28. The Voice In The Night	Asquith	Clive Brook, Diana Wynyard, Ronald Squire, Joyce Howard	83	May 20th
29. Naval Academy	Kenton	Freddie Bartholomew, Jimmy Lydon, Billy Cook	67	May 22nd
30. Adventure In Washington	Green	Herbert Marshall, Virginia Bruce, Gene Reynolds	86	May 30th
31. The Richest Man In Town	Barton	Frank Craven, Eileen O'Hearn, Roger Pryor, Edgar Buchanan	70	June 12th
32. Time Out For Rhythm	Salkow	Rudy Vallee, Glen Gray and Casa Loma Band, Ann Miller, 3 Stooges, Allen Jenkins, Rosemary Lane	75	June 20th
33. Sweetheart Of The Campus	Dmytryk	Ruby Keeler, Ozzie Nelson & Band, Harriet Hilliard, Gordon Oliver	67	June 26th
34. I Was A Prisoner On Devil's Island	Landers	Donald Wood, Sally Eilers, Edward Ciannelli	71	June 30th
35. Two In A Taxi	Florey	Anita Louise, Russell Hayden, Dick Purcell, Noah Beery, Jr.	63	July 10th
36. Blondie In Society	Strayer	Penny Singleton, Arthur Lake, Larry Simms, Wm. Frawley, St. Brendan's Choir	77	July 17th
37. The Officer And The Lady	White	Rochelle Hudson, Roger Pryor, Sidney Blackmer, Bruce Bennett	59	July 24th
38. Tillie The Toiler	Salkow	Kay Harris, William Tracy, Ernest Truex	68	Aug. 7th
39. Ellery Queen And The Perfect Crime	Hogan	Ralph Bellamy, Margaret Lindsay, Spring Byington, Charles Grapewin	70	Aug. 14th
40. Here Comes Mr. Jordan	Hall	Robert Montgomery, Claude Rains, Evelyn Keyes, James Gleason	94	Aug. 21st
41. Our Wife	Stahl	Melvyn Douglas, Ruth Hussey, John Hubbard, Ellen Drew	95	Aug. 28th
42. You'll Never Get Rich	Lanfield	Rita Hayworth, Fred Astaire, Robert Benchley	—	Sept. 25th

Westerns

1. The Durango Kid	Hillyer	Charles Starrett, Marjorie Cooley, Sons of the Pioneers	60	Aug. 15th
2. Prairie Schooners	Nelson	Bill Elliott, Walter 'Dub' Taylor, Evelyn Young	58	Sept. 30th
3. West of Abilene	Cedar	Charles Starrett, Marjorie Cooley, Sons of the Pioneers	57	Oct. 21st
4. Beyond the Sacramento	Hillyer	Bill Elliott, Evelyn Keyes, Walter 'Dub' Taylor	58	Nov. 14th
5. Thundering Frontier	Lederman	Charles Starrett, Iris Meredith, Sons of the Pioneers	57	Dec. 5th
6. The Wildcat of Tucson	Hillyer	Bill Elliott, Evelyn Young	59	Dec. 31st
7. The Pinto Kid	Hillyer	Charles Starrett, Louise Currie, Sons of the Pioneers	61	Jan. 9th
8. Across The Sierras	Lederman	Bill Elliott, Luana Walters	58	Feb. 13th
9. Outlaws of the Panhandle	Nelson	Charles Starrett, Frances Robinson, Sons of the Pioneers	59	Feb. 27th
10. North From The Lone Star	Hillyer	Bill Elliott, Dorothy Fay, Walter 'Dub' Taylor	58	Mar. 31st
11. The Return of Daniel Boone	Hillyer	Bill Elliott, Betty Miles, Walter 'Dub' Taylor	61	May 7th
12. Hands Across The Rockies	Hillyer	Bill Elliott, Mary Bailey, Walter 'Dub' Taylor	57	June 19th
13. The Medico of Painted Springs	Hillyer	Charles Starrett, Terry Walker, Ray Bennett	62	June 26th
14. The Son Of Davy Crockett	Hillyer	Bill Elliott, Iris Meredith, Walter 'Dub' Taylor, Richard Fiske	60	July 15th
15. Thunder Over The Prairies	Hillyer	Charles Starrett, Eileen O'Hearn, Cliff Edwards	61	July 30th
16. Prairie Stranger	Hillyer	Charles Starrett, Patti McCarty, Cliff Edwards	—	Sept. 18th

(formerly The Medico Hits The Trail)

[fol. 6243]

1941–42
Release Schedule
As of September 1st

[fol. 6344]

Columbia Pictures Corporation
Release—1941–42
Features

Production	Director	Cast	Running Time in Minutes	Release Date
1. Mystery Ship	Landers	Paul Kelly, Lola Lane, Larry Parks	66	Sept. 4th
2. Harmon of Michigan	Barton	Tom Harmon, Anita Louise, Forest Evashevski	66	Sept. 11th
3. Ladies In Retirement	Vidor	Ida Lupino, Louis Hayward, Edith Barrett, Evelyn Keyes, Elsa Lanchester	93	Sept. 18th
You'll Never Get Rich (1940–41)	Lanfield	Rita Hayworth, Fred Astaire, Robert Benchley	89	Sept. 25th
4. Two Latins From Manhattan	Barton	Jinx Falkenburg, Don Beddoe, Joan Davis, Joan Woodbury	66	Oct. 2nd
5. Texas	Marshall	William Holden, Glenn Ford, Claire Trevor, Edgar Buchanan, George Bancroft	94	Oct. 9th
6. The Blonde From Singapore	Dmytryk	Florence Rice, Leif Erickson, Gordon Jones	70	Oct. 16th
7. Three Girls About Town	Jayson	Joan Blondell, Janet Blair, Binnie Barnes, John Howard, Robert Benchley	73	Oct. 23rd
8. You Belong To Me	Ruggles	Barbara Stanwyck, Henry Fonda, Ruth Donnelly, Edgar Buchanan	97	Oct. 30th
9. The Stork Pays Off	Landers	Maxie Rosenbloom, Rochelle Hudson, Victor Jory, Danny Mummert	68	Nov. 6th
10. Secrets Of The Lone Wolf	Dmytryk	Warren William, Eric Blore, Ruth Ford, Thurston Hall	67	Nov. 13th
11. Ellery Queen And The Murder Ring	Hogan	Ralph Bellamy, Margaret Lindsay, Charles Grapewin, etc.	70	Nov. 18th
12. The Men In Her Life	Ratoff	Loretta Young, Conrad Veidt, Eugenie Leontovich, Otto Kruger, Dean Jagger	90	Nov. 20th
13. Go West, Young Lady	Strayer	Penny Singleton, Glenn Ford, Ann Miller, Charles Ruggles, Bob Wills and His Texas Playboys	70	Nov. 27th
14. Sing For Your Supper	Barton	Jinx Falkenburg, Buddy Rogers, Bert Gordon (The Mad Russian)	65	Dec. 4th
15. Honolulu Lu	Barton	Lupe Velez, Bruce Bennett, Leo Carrillo	72	Dec. 11th
16. Harvard Here I Come	Landers	Maxie Rosenbloom, Arline Judge, Marie Wilson	64	Dec. 18th
17. Bedtime Story	Hall	Loretta Young, Fredric March, Robert Benchley, Allyn Joslyn, Eve Arden	85	Dec. 25th
18. Confessions of Boston Blackie	Dmytryk	Chester Morris, Harriet Hilliard, Joan Woodbury, Richard Lane	65	Jan. 8th
19. Blondie Goes To College	Strayer	Penny Singleton, Arthur Lake, Larry Simms, Janet Blair	74	Jan. 15th
20. Cadets On Parade	Landers	Freddie Bartholomew, James Lydon, Minna Gombell	63	Jan. 22nd
21. A Close Call For Ellery Queen	Hogan	William Gargan, Margaret Lindsay, Charles Grapewin	67	Jan. 29th
22. The Man Who Returned to Life	Landers	John Howard, Ruth Ford, Elisabeth Risdon	61	Feb. 5th
23. The Lady Is Willing	Lubin	Marlene Dietrich, Fred MacMurray, Sterling Halloway	91	Feb. 12th
24. Shut My Big Mouth	Barton	Joe E. Brown, Adele Mara, Victor Jory	71	Feb. 19th
25. The Adventures of Martin Eden	Saikow	Glenn Ford, Claire Trevor, Evelyn Keyes, Stuart Erwin	87	Feb. 26th
26. Tramp, Tramp, Tramp	Barton	Florence Rice, Bruce Bennett, Jackie C. Gleason, Jack Durant	68	Mar. 12th
27. Canal Zone	Landers	Chester Morris, John Hubbard, Harriet Hilliard	79	Mar. 19th
28. Two Yanks In Trinidad	Ratoff	Pat O'Brien, Brian Donlevy, Janet Blair, Roger Clark	83	Mar. 26th
29. Alias Boston Blackie	Landers	Chester Morris, Richard Lane, George E. Stone, Adele Mara	67	Apr. 2nd
30. Blondie's Blessed Event	Strayer	Penny Singleton, Arthur Lake, Larry Simms, Danny Mummert, Jonathan Hale	69	Apr. 9th
31. Hello Annapolis	Barton	Tom Brown, Jean Parker, Robert Stevens, Herbert	62	Apr. 23rd

Columbia Pictures Corporation
Schedule as of Sept. 1st

	Production	Director	Cast	Running Time in Minutes	Release Date
32.	The Wife Takes A Flyer	Wallace	Joan Bennett, Franchot Tone, Allyn Joslyn, Elisabeth Risdon	86	Apr. 30th
33.	A Desperate Chance For Ellery Queen	Hogan	William Gargan, Margaret Lindsay, Chas. Grapewin, James Burke, John Litel, Lillian Bond	70	May 7th
34.	Not A Ladies' Man	Landers	Paul Kelly, Fay Wray, Douglas Croft	60	May 14th
35.	Sweetheart Of The Fleet	Barton	Jinx Falkenburg, Joan Woodbury, Joan Davis, Brenda and Cobina, Robt. Stevens	65	May 21st
36.	Meet The Stewarts	Green	William Holden, Frances Dee, Marguerite Chapman, Danny Mummert	74	May 28th
37.	Submarine Raider	Landers	John Howard, Marguerite Chapman, William Wright	64	June 4th
38.	They All Kissed The Bride	Hall	Melvyn Douglas, Joan Crawford, Billie Burke, Roland Young, Helen Parrish	87	June 11th
39.	Parachute Nurse	Barton	Marguerite Chapman, Kay Harris, Roger Clark, William Wright	63	June 18th
40.	Atlantic Convoy	Landers	John Beal, Virginia Field, Bruce Bennett	66	July 2nd
41.	Flight Lieutenant	Salkow	Pat O'Brien, Glenn Ford, Evelyn Keyes	80	July 9th
42.	Enemy Agents Meet Ellery Queen	Hogan	William Gargan, Margaret Lindsay, Charles Grapewin, James Burke	64	July 30th
43.	Blondie For Victory	Strayer	Penny Singleton, Arthur Lake, Larry Simms, etc.	72	Aug. 6th
44.	The Talk Of The Town	Stevens	Cary Grant, Jean Arthur, Ronald Colman, Glenda Farrell, Edgar Buchanan	118	Aug. 20th
45.	Sabotage Squad	Landers	Bruce Bennett, Kay Harris, Edward Norris	64	Aug. 27th
46.	My Sister Eileen	Hall	Rosalind Russell, Brian Aherne, Janet Blair	—	Sept. 30th
			Special Release		
	THE INVADERS (Not included in 1941–42 program)	Powell	Laurence Olivier, Leslie Howard, Raymond Massey, Anton Walbrook, Eric Portman, Glynis Johns	104	Apr. 15th

[fol. 6345-1] EXHIBIT 685

Columbia Pictures

Inter-Office Communication

To Mr. Sam Reice
Attention of
In Regard to U. S. vs. Schine
From Max Rose
By
Date September 11, 1944

I am sending you herewith a response from Mr. Montague's office to our request for printed schedules of feature releases which come within the subpoena served on us by the Government.

I suggest that you put this with the other material which we will be required to produce in Buffalo.

Max.

Encls.

[fols. 6345-2-6345-6] Columbia Pictures

Inter-Office Communication

To Mr. M. Rose
Attention of
In Regard to
From Mr. Montague's office
By Irene Danels
Date Sept. 8, 1944.
[Stamp:] Received Sept. 8, 1944, Legal Dept.

I am sending you herewith printed schedules of feature releases for the 1938-39 to the 1941-42 seasons inclusive.

I am unable to find printed schedules of this character for any season prior to 1938-39, and I believe it was not the practise of the company to print such schedules prior to the 1938-39 season. We did, during earlier seasons, publish in the Beacon lists of feature pictures in the form of release

schedules, but I understand that such lists published in the Beacon do not come within the terms of the subp-ena.

Printed release schedules of the character furnished to you herewith are issued by us at approximately monthly intervals, but the monthly issues for the period beginning 1938-39 are not readily available.

att. Irene Danels.

[fol. 6342]

1940–41

Release Schedule

Final

Features

As of Sept. 1st

Production	Director	Cast	Running Time in Minutes	Date Release
1. Fugitive From A Prison Camp	Collins	Jack Holt, Marian Marsh	59	Sept. 5th
2. So You Won't Talk	Sedgwick	Joe E. Brown, Frances Robinson	69	Oct. 3rd
3. Nobody's Children	Barton	Edith Fellows, Billy Lee	65	Oct. 17th
4. Girls Under 21	Nosseck	Rochelle Hudson, Paul Kelly	64	Oct. 24th
5. Blondie Plays Cupid	Strayer	Penny Singleton, Arthur Lake, etc.	68	Oct. 31st
6. The Lone Wolk Keeps A Date	Salkow	Warren William, Frances Robinson	65	Nov. 23rd
7. Escape to Glory	Brahm	Pat O'Brien, Constance Bennett	74	Nov. 28th
8. Ellery Queen—Master Detective	Neuman	Ralph Bellamy, Charles Grapewin, Margaret Lindsay	68	Nov. 30th
9. The Great Plane Robbery	Collins	Jack Holt, Vicki Lester	53	Dec. 9th
10. The Phantom Submarine	Barton	Anita Louise, Bruce Bennett	70	Dec. 20th
11. Arizona	Ruggles	Jean Arthur, William Holden, Warren William	122	Dec. 25th
12. This Thing Called Love	Hall	Rosalind Russell, Melvyn Douglas	98	Jan. 2nd
13. The Face Behind The Mask	Florey	Peter Lorre, Evelyn Keyes	69	Jan. 16th
14. The Devil Commands	Dmytryk	Boris Karloff, Amanda Duff, Richard Fiske	65	Feb. 3rd
15. Adam Had Four Sons	Ratoff	Warner Baxter, Ingrid Bergman, Fay Wray	81	Feb. 18th
16. Meet Boston Blackie	Florey	Chester Morris, Rochelle Hudson	61	Feb. 20th
17. Blondie Goes Latin	Strayer	Penny Singleton, Arthur Lake, Larry Simms, Janet Burston, Ruth Terry, Tito Guizar	69	Feb. 27th
18. Missing Ten Days	Whelan	Rex Harrison, Karen Verne	77	Feb. 28th
19. The Lone Wolf Takes A Chance	Salkow	Warren William, June Storey	76	Mar. 6th
20. Ellery Queen's Penthouse Mystery	Hogan	Ralph Bellamy, Margaret Lindsay, Charles Grapewin, Anna May Wong, etc.	70	Mar. 4th
21. The Great Swindle	Collins	Jack Holt, Marjorie Reynolds	54	Apr. 10th
22. Under Age	Dmytryk	Nan Gray, Alan Baxter, Patti McCarty	60	Apr. 24th
23. Penny Serenade	Stevens	Cary Grant, Irene Dunne, Beulah Bondi, etc.	120	Apr. 24th
24. The Big Boss	Barton	Otto Kruger, John Litel, Gloria Dickson	70	Apr. 28th
25. They Dare Not Love	Whale	George Brent, Martha Scott, Paul Lukas	76	Apr. 30th

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Columbia Pictures Corporation
Schedule as of Sept. 1st

Production	Director	Cast	Running Time in Minutes	Release Date
Westerns				
1. King of Dodge City	Hillyer	Bill Elliott, Tex Ritter, Judith Landen, Walter 'Dub' Taylor	63	Aug. 14th
2. Roaring Frontiers	Hillyer	Bill Elliott, Tex Ritter, Ruth Ford	62	Oct. 16th
3. The Royal Mounted Patrol	Hillyer	Charles Starrett, Russell Hayden, Wanda McKay, Lloyd Bridges	59	Nov. 13th
4. Riders of The Badlands	Bretherton	Chas. Starrett, Russell Hayden, Ilene Brewer, Cliff Edwards	57	Dec. 18th
5. The Lone Star Vigilantes	Fox	Bill Elliott, Tex Ritter, Frank 'Cannonball' Mitchell, Virginia Carpenter, Luana Walters	57	Jan. 1st
6. West Of Tombstone	Bretherton	Charles Starrett, Russell Hayden, Cliff Edwards, Marcelle Martin	59	Jan. 15th
7. Bullets For Bandits	Fox	Bill Elliott, Tex Ritter, Frank Mitchell, Edythe Elliott	55	Feb. 12th
8. Lawless Plainsmen	Berke	Charles Starrett, Russell Hayden, Luana Walters, Gwen Kenyon, Cliff Edwards	59	Mar. 12th
9. North Of The Rockies	Hillyer	Bill Elliott, Tex Ritter, Frank Mitchell, Shirley Patterson	60	Apr. 2nd
10. Down Rio Grande Way	Berke	Charles Starrett, Russell Hayden, Rose Ann Stevens	57	Apr. 23rd
11. The Devil's Trail	Hillyer	Bill Elliott, Tex Ritter, Frank Mithell, Eileen O'Hearn, Ruth Ford	61	May 14th
12. Riders Of The Northland	Berke	Charles Starrett, Russell Hayden, Shirley Patterson, Cliff Edwards	58	June 18th
13. Prairie Gunsmoke	Hillyer	Bill Elliott, Tex Ritter, Frank Mitchell, Virginia Carroll	54	July 16th
14. Bad Men Of The Hills	Berke	Charles Starrett, Russell Hayden, Luana Walters, Cliff Edwards	58	Aug. 13th
15. Vengeance Of The West	Hillyer	Bill Elliott, Tex Ritter, Frank Mitchell, Adele Mara	61	Sept. 3rd
16. Overland to Deadwood	Berke	Charles Starrett, Russell Hayden, Leslie Brooks, Cliff Edwards	58	Sept. 25th

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[fol. 6345-7]

EXHIBIT 685-A

Columbia Pictures Corporation
1934-35 Season

Town: Bucyrus, Ohio
Theatre: Southern

Features	Playdates	Film Rental
Broadway Bill	4/14/-16/35	$50.
One Night of Love	2/17-20/35	50.
Love Me Forever	9/23-24/35	50.
Whole Town's Talking	7/21-23/35	50.
Feather In Her Hat	11/24-26/35	30.
She Married Her Boss	10/20-23/35	40.
Carnival	5/30-31/35	30.
Let's Live Tonight	5/15-16/35	30.
Best Man Wins	9/27-28/35	15.
Girl Friend	9/29-10/1/35	15.
Black Room Mystery	10/11-12/35	15.
Eight Bells	8/7-8/35	15.
Mills of the Gods	8/13/35	15.
Party Wire	8/16-17/35	15.
Unwelcome Stranger	7/31-8/1/35	15.
Awakening of Jim Burke	8/28-29/35	15.
I'll Love You Always	5/22-23/35	15.
After The Dance	8/23-24/35	15.
That's Gratitude		
Jealousy		
Champagne For Breakfast	10/9-10/35	15.
Air Hawks	8/2-3/35	15.
Super Speed	10/4-5/35	15.
Death Flies East	11/1-2/35	15.
Together We Live	9/25-26/35	15.
White Lies		
Swell Head	7/10-11/35	15.
Public Menace	10/25-26/35	15.
Men of the Hour	9/20-21/35	15.
Atlantic Adventure	10/2-3/35	15.
In Spite of Danger		
Unknown Woman	9/6-7/35	15.
Behind the Evidence		
Men In Night		
Against The Law		
Westerns		
Prescott Kid	5/16/35	12.50
Westerner	6/13/35	12.50
Square Shooter	7/1/35	12.50
Law Beyond Range	7/17/35	12.50
Revenge Rider	10/10/35	12.50
Fighting Shadows	8/8/35	12.50
Justice of Range	9/12/35	12.50
Riding Wild	10/31/35	12.50

[fol. 6345-8]

EXHIBIT 685-B

Columbia Pictures Corporation
1935-36 Season

Town: Bucyrus, Ohio
Theatre: Bucyrus-State

Features	Playdates	Film Rental
Mr. Deeds Goes To Town	5/31-6/2/6	85.
King Steps Out	7/21-22/6	60.
Music Goes Round		
She Couldn't Take It		
Devil's Squadron	8/1/6	35.
Lady of Secrets		
If You Could Only Cook		
Crime & Punishment		
And So They Were Married	9/12/6	35.
One Way Ticket		
Lone Wolf Returns		
Grand Exit		
Hell Ship Morgan		
Counterfeit	7/14-16/6	20.
Meet Nero Wolfe		
End of the Trail	12/25/6	20.
Calling of Dan Mathews		
Mine With Iron Door		
They Met In A Taxi	10/30/6	20.
Escape From Devil's Island		
You May Be Next	7/18-19/6	20.
Pride of the Marines	7/25-26/6	20.
Final Hour		
Don't Gamble With Love	8/22-23/6	20.
Roaming Lady		
Blackmailer		
Shakedown		
Two Fisted Gentleman	12/5-6/36	20.
Trapped by Television		
Guard That Girl		
Case of Missing Man		
Too Tough to Kill		
Dangerous Intrigue		
Panic On the Air		
Alibi For Murder		
Killer At Large		
Tugboat Princess		
Westerns		
Western Frontier		
Heir to Trouble		
Western Courage		
Lawless Riders		
Cattle Thief		
Heroes of Range		
Avenging Waters		
Fugitive Sheriff		
Gallant Defender		
Mysterious Avenger		
Secret Patrol		
Stampede		

[fol. 6345-9]

EXHIBIT 685-C

Columbia Pictures Corporation
1935-36 Season

Town: Bucyrus, Ohio
Theatre: Southern

Features	Playdates	Film Rental
Mr. Deeds Goes To Town		
King Steps Out	9/22-24/36	$50.
Music Goes Round	11/10-12/35	43.31
She Couldn't Take It		
Devil's Squadron		
Lady of Secrets	3/1-3/36	40.
If You Could Only Cook	1/1-2/36	40.
Crime & Punishment	1/26-27/36	40.
And So They Were Married		
One Way Ticket	1/15-16/36	15.
Lone Wolf Returns	2/13-14/36	15.
Grand Exit	1/3-4/6	15.
Hell Ship Morgan	3/11-12/36	15.
Counterfeit		
Meet Nero Wolfe		
End of the Trail		
Calling of Dan Mathews	2/28-29/36	15.
Mine With Iron Door		
They Met In A Taxi		
Escape From Devil's Island	2/4-5/36	15.
You May Be Next		
Pride of the Marines		
Final Hour		
Don't Gamble With Love		
Roaming Lady		
Blackmailer		
Shakedown		
Two Fisted Gentleman		
Trapped by Television		
Guard That Girl	12/13-14/35	15.
Case of Missing Man	12/27-28/35	15.
Too Tough to Kill	2/21-22/36	15.
Dangerous Intrigue	3/4-5/36	15.
Panic On the Air		
Alibi For Murder		
Killer At Large		
Tugboat Princess		
Westerns		
Western Frontier	11/15-16/35	12.50
Heir to Trouble	12/20-21/35	12.50
Western Courage	1/24-28/36	12.50
Lawless Riders	3/27-28/36	12.50
Cattle Thief		
Heroes of Range		
Avenging Waters		
Fugitive Sheriff	2/6/36	12.50
Gallant Defender	3/19/36	12.50
Mysterious Avenger		
Secret Patrol		
Stampede		

[fol. 6345–10]

Exhibit 685-D

Columbia Pictures Corporation
1935–36 Season

Town: Norwalk, Ohio
Theatre: Moose

Features	Playdates	Film Rental
Mr. Deeds Goes To Town	5/3–6/36	$123.47
King Steps Out	7/19–21/36	75.
Music Goes Round	3/8–10/36	75.
She Couldn't Take It	11/17–19/36	50.99
Devil's Squadron	7/1–2/36	50.
Lady of Secrets	2/23–25/36	50.
If You Could Only Cook	11/19–21/36	50.
Crime & Punishment	1/22–23/36	50.
And So They Were Married	6/24–25/36	50.
One Way Ticket	1/17–18/36	30.
Lone Wolf Returns	1/26–27/36	30.
Grand Exit	11/5–6/35	30.
Hell Ship Morgan	5/6–7/36	17.50
Counterfeit	7/15–16/36	30.
Meet Nero Wolfe	8/2–4/36	30.
End of the Trail	9/27–29/36	30.
Calling of Dan Mathews	2/5–6/36	30.
Mine With Iron Door	7/8–9/36	30.
They Met In A Taxi	9/30–10/1/36	30.
Escape From Devil's Island	12/4–5/35	30.
You May Be Next	2/14–15/36	30.
Pride of the Marines	5/1–2/36	17.50
Final Hour	7/31–8/1/36	17.50
Don't Gamble With Love	3/6–7/36	17.50
Roaming Lady	4/16	17.50
Blackmailer	7/24–3/36	17.50
Shakedown	7/29–30/36	17.50
Two Fisted Gentleman	9/18–19/36	17.50
Trapped by Television	7/17–18/36	17.50
Guard That Girl	10/31/35	17.50
Case of Missing Man	11/7/35	17.50
Too Tough to Kill	12/13–14/35	17.50
Dangerous Intrigue	1/24–25/36	17.50
Panic On the Air	4/8–9/36	30.
Alibi For Murder	10/9–10/36	17.50
Killer At Large	11/6–7/36	17.50
Tugboat Princess	10/20–22/36	17.50
Westerns		
Western Frontier	11/1–2/35	15.
Heir to Trouble	11/22–23/35	15.
Western Courage	10/15/36	15.
Lawless Riders		
Cattle Thief	2/20/36	15.
Heroes of Range	9/17/36	15.
Avenging Waters		
Fugitive Sheriff		
Gallant Defender	12/17–18/35	17.50
Mysterious Avenger	2/7–8/36	17.50
Secret Patrol	5/29–30/36	17.50
Stampede	7/9/36	17.50

[fol. 6345–11]

EXHIBIT 685-E

Columbia Pictures Corporation
1936–37 Season

Town: Norwalk, Ohio
Theatre: Forum-Moose

Features	Playdates	Film Rental
Man Who Lived Twice		
Craig's Wife	11/19/6	$50.
Adventure in Manhattan	10/23–4/6	50.
Legion of Terror	2/6–7/7	20.
Come Closer Folks	12/26–7/7	20.
Theodora Goes Wild	1/3–5/7	75.
North of Nome	12/30–1/6	20.
Lady From Nowhere	1/30–1/7	20.
Pennies From Heaven	12/6–8/6	75.
Beloved Vagabond		
More Than A Secretary	1/13/7	50.
Counterfeit Lady	2/9/7	20.
Find The Witness		
Woman in Distress		
Devil's Playground	3/27/7	30.
Women of Glamour	3/17/7	30.
Dodge City Trail	4/3/7	20.
When You're In Love	3/7–8/7	75.
Parole Racket		
Trouble in Morocco	6/19–20/7	20.
Let's Get Married	7/17–8/7	30.
Racketeers in Exile	6/12–3/7	30.
Motor Madness		
I Promise To Pay	5/30–1/7	30.
Thunder in the City	6/8–9/7	30.
Criminals of the Air		
Frame Up		
Speed To Spare		
Venus Makes Trouble		
League of Frightened Men		
Girls Can Play		
Devil Is Driving		
Fight to Finish	8/20–1/7	50.
Roaring Timber		
It Can't Last Forever		
Dangerous Adventure		
It's All Yours		
Outlaws of Orient		
Westerns		
Code of the Range	2/26/7	17.50
Cowboy Star	5/14/7	17.50
Westbound Mail	7/2/7	17.50
Trapped	9/24/7	17.50
Two Gun Law		
Two Fisted Sheriff		
One Man Justice		
Unknown Ranger	2/19/7	17.50
Ranger Courage		
Rio Grande Ranger	9/10/7	17.50
Law of the Ranger		
Reckless Ranger		
Rangers Step In		

[fol. 6345-12]

EXHIBIT 685-F

Columbia Pictures Corporation
1933-34 Season

Town: Norwich, New York
Theatre: Smalley

Features	Playdates	Film Rental
Lady For A Day	11/26-28/33	$75.
Man's Castle	12/31-1/3/34	100.
Captain Hates The Sea	11/25-27/34	75.
It Happened One Night	3/11-4/34	100.
No Greater Glory	4/22-24/34	75.
Twentieth Century	5/20-22/34	52.50
Party's Over	5/27-29/34	40.
Lady's Willing	8/26-27/34	30.
Lady By Choice	11/28-30/34	75.
Fog	1/7-8/34	30.
Whom The Gods Destroy	7/12-13/34	40.
Hello Big Boy		
Ninth Guest	3/15-16/34	30.
Once To Every Woman	2/14-16/34	30.
Take The Witness		
Let's Fall In Love	1/21-23/34	40.
Most Precious Thing In Life	6/13-15/34	30.
Defense Rests	7/26-27/34	40.
Black Moon	7/1-3/34	40.
Whirlpool	7/15-17/34	40.
I'll Fix It	11/4-6/34	40.
Fugitive Lady	12/5/34	30.
Sisters Under The Skin	4/29-5/1/34	40.
Blind Date	8/12-14/34	30.
Social Register	3/25-27/34	30.
Above the Clouds	11/29/33	30.
Shadows of Sing Sing	1/24-26/34	30.
Among the Missing	10/3/34	25.
The Line Up	3/28-30/34	25.
Hell Cat	6/7-9/34	25.
Name The Woman	8/9-10/34	25.
Rex King of Wild Horses	12/1-2/33	25.
Crime of Helen Stanley	6/6-8/34	25.
Before Midnight	1/17-19/34	25.
One Is Guilty	5/9-11/34	25.
Girl In Danger	11/14/34	25.
Night of Sin		
Song You Gave Me	3/8-9/34	40.
Lady For A Day	1/4-5/34	25.
It Happened One Night	5/2/34	25.
Let's Fall In Love	6/6/34	15.
Westerns		
Thrill Hunter	11/4-5/33	25.
Fighting Code	12/30/34	25.
Fighting Ranger	3/24/34	25.
Man Trailer	4/28/34	25.
Police Car No. 17	12/8-9/33	25.
Hold The Press	12/22-23/33	25.
Straightaway	1/27/34	25.
Speed Wings	2/24/34	25.
Voice In The Night	4/14/34	25.
Hell Bent	5/26/34	25.
A Man's Game	6/23/34	25.
Beyond the Law	8/4/34	25.

[fol. 6345-13]

EXHIBIT 685-G

Columbia Pictures Corporation
1934-35 Season

Town: Norwich, New York.
Theatre: Colonia

Features	Playdates	Film Rental
Broadway Bill	3/10-2/35	100.00
One Night of Love	2/7-8/35	100.00
Love Me Forever	7/28-9/35	100.00
Whole Town's Talking	3/12-3/35	75.00
Feather In Her Hat	12/17-8/35	75.00
She Married Her Boss	10/20-1/35	75.00
Carnival	2/23/35	50.00
Let's Live Tonight	4/16-7/35	50.00
Best Man Wins	3/16/35	40.00
Girl Friend	11/5-6/35	50.00
Black Room Mystery	8/23-4/35	40.00
Eight Bells	7/25/35	25.00
Mills of the Gods		
Party Wire		
Unwelcome Stranger	4/27/35	25.00
Awakening of Jim Burke	5/29/35	25.00
I'll Love You Always		
After The Dance		
That's Gratitude	1/29-30/35	25.00
Jealousy		
Champagne For Breakfast		
Air Hawks	6/7-8/35	25.00
Super Speed	9/12/35	40.00
Death Flies East		
Together We Live		
White Lies		
Swell Head		
Public Menace		
Man of the Hour		
Atlantic Adventure		
In Spite of Danger	3/30/35	25.00
Unknown Woman		
Behind the Evidence		
Men In Night		
Against The Law	2/9/35	25.00
Westerns		
Prescott Kid	12/7/34	25.00
Westerner	2/1/35	25.00
Square Shooter	3/1/35	25.00
Law Beyond Range	3/22/35	25.00
Revenge Rider	4/11/35	25.00
Fighting Shadows	6/28/35	25.00
Justice of Range	7/19/35	25.00
Riding Wild	8/15/35	25.00

[fol. 6345-14]

EXHIBIT 685-H

Columbia Pictures Corporation
1934-35 Season

Town: Norwich, New York
Theatre: Smalley

Features	Playdates	Film Rental
Broadway Bill	7/6/35	$20
One Night of Love	8/8-9/35	20
Love Me Forever	7/31/36	25
Whole Town's Talking		
Feather In Her Hat		
She Married Her Boss	12/30-31/35	20
Carnival		
Let's Live Tonight		
Best Man Wins		
Girl Friend		
Black Room Mystery		
Eight Bells		
Mills of the Gods	7/11-12/35	25
Party Wire	8/10/35	25
Unwelcome Stranger		
Awakening of Jim Burke		
I'll Love You Always	8/7-8/35	25
After The Dance	9/5-6/35	25
That's Gratitude		
Jealousy	7/10/35	20
Champagne For Breakfast	8/28/35	20
Air Hawks		
Super Speed		
Death Flies East	7/27/35	25
Together We Live	9/22-23/35	20
White Lies	7/24/35	25
Swell Head	8/31/35	25
Public Menace	10/9/35	20
Men of the Hour	9/21/35	20
Atlantic Adventure	9/19-20/35	20
In Spite of Danger		
Unknown Woman	8/13-14/35	25
Behind the Evidence	9/29-30/35	25
Men In Night	10/24-25/35	25
Against The Law		
It Happened One Night	4/25-26/35	25
Westerns		
Prescott Kid		
Westerner		
Square Shooter		
Law Beyond Range		
Revenge Rider		
Fighting Shadows		
Justice of Range		
Riding Wild		

[fol. 6345-15]

Exhibit 685-I
Columbia Pictures Corporation
1935-36 Season

Town: Norwich, New York
Theatre: Colonia

Features	Playdates	Film Rental
Mr. Deeds Goes To Town	4/26-27/36	$100.
King Steps Out		
Music Goes Round	3/24-25/36	100.
She Couldn't Take It	3/3-4/36	75.
Devil's Squadron	6/6/36	75.
Lady of Secrets		
If You Could Only Cook		
Crime & Punishment		
And So They Were Married		
One Way Ticket		
Lone Wolf Returns		
Grand Exit	2/29/36	35.
Hell Ship Morgan		
Counterfeit	8/1/36	75.
Meet Nero Wolfe		
End of the Trail	1/30/37	50.
Calling of Dan Mathews		
Mine With Iron Door		
They Met In A Taxi		
Escape From Devil's Island		
You May Be Next		
Pride of the Marines		
Final Hour		
Don't Gamble With Love		
Roaming Lady	6/27/36	35.
Blackmailer		
Shakedown	9/5/36	50.
Two Fisted Gentleman	12/22-23/36	50.
Trapped by Television		
Guard That Girl		
Case of Missing Man		
Too Tough to Kill		
Dangerous Intrigue		
Panic On the Air	6/5/36	35.
Alibi For Murder		
Killer At Large		
Tugboat Princess	1/6/37	35.
Westerns		
Western Frontier		
Heir to Trouble		
Western Courage		
Lawless Riders		
Cattle Thief		
Heroes of Range		
Avenging Waters		
Fugitive Sheriff		
Gallant Defender		
Mysterious Avenger		
Secret Patrol		
Stampede		

[fol. 6345-16]

EXHIBIT 685-J

Columbia Pictures Corporation
1935-36 Season
Town: Norwich, New York
Theatre: Smalley

Features	Playdates	Film Rental
Mr Deeds Goes To Town	6/10-11/36	$25.
King Steps Out	5/31-6/2/36 & 6/4/36	100.
Music Goes Round		
She Couldn't Take It		
Devil's Squadron		
Lady of Secrets	5/10-12/36	37.50
If You Could Only Cook	2/19-21/36	60.
Crime & Punishment	2/23-25/36	60.
And So They Were Married	6/4-5/36	60.
One Way Ticket	3/8-10/36	37.50
Lone Wolf Returns	3/5-7/36	37.50
Grand Exit		
Hell Ship Morgan	3/1-3/36	37.50
Counterfeit		
Meet Nero Wolfe	8/16-18/36	37.50
End of the Trail		
Calling of Dan Mathews	5/3-5/36	37.50
Mine With Iron Door	5/17-19/36	37.50
They Met In A Taxi	11/8-10/36	25.
Escape From Devil's Island	3/26-27/36	37.50
You May Be Next	5/6-7/36	37.50
Pride of the Marines	4/5-7/36	25.
Final Hour	9/22/36	25.
Don't Gamble With Love	5/22/36	25.
Roaming Lady		
Blackmailer	9/4/36	25.
Shakedown		
Two Fisted Gentleman		
Trapped by Television	5/19/36	25.
Guard That Girl		
Case of Missing Man	2/29/36	25.
Too Tough to Kill	4/11/36	25.
Dangerous Intrigue	5/26/36	25.
Panic On the Air		
Alibi For Murder	12/4/36	25.
Killer At Large	11/14/36	25.
Tugboat Princess		
Westerns		
Western Frontier	10/25/35	25.
Heir to Trouble	11/8/35	25.
Western Courage	11/22/35	25.
Lawless Riders	1/31/36	25.
Cattle Thief	3/20/36	25.
Heroes of Range	4/3/36	25.
Avenging Waters	6/5/36	25.
Fugitive Sheriff	8/14/36	25.
Gallant Defender	2/1/36	25.
Mysterious Avenger	2/22/36	25.
Secret Patrol	7/18/36	25.
Stampede	8/10/36	25.

[fol. 6345-17]

EXHIBIT 685-K

Columbia Pictures Corporation

1936-37 Season

Town: Norwich, New York
Theatre: Smalley

Features	Playdates	Film Rental
Man Who Lived Twice	10/24-26/37	$25.
Craig's Wife		
Adventure In Manhattan		
Legion of Terror		
Come Closer Folks	6/20-1/37	25.
Theodora Goes Wild	6/4/37	25.
North of Nome	7/18-20/37	25.
Lady From Nowhere		
Pennies From Heaven	6/1/37	25.
Beloved Vagabond		
More Than A Secretary		
Counterfeit Lady	4/3-4/38	25.
Find The Witness		
Woman in Distress	7/11-12/37	25.
Devil's Playground		
Women of Glamour	6/22/37	25.
Dodge City Trail		
When You're In Love	6/11/37	25.
Parole Racket	6/25/37	25.
Trouble In Morocco	5/23-24/37	25.
Let's Get Married	5/27/37	25.
Racketeers in Exile	5/15/37	25.
Motor Madness		
I Promise to Pay	5/25-26/37	25.
Thunder in the City	7/25-27/37	25.
Criminals of the Air	6/10-11/38	25.
Frame Up	12/18/37	25.
Speed To Spare		
Venus Makes Trouble	9/12-14/37	25.
League of Frightened Men	11/27/37	25.
Girls Can Play		
Devil Is Driving		
Fight to Finish		
Roaring Timber	8/1-3/37	25.
It Can't Last Forever		
Dangerous Adventure		
It's All Yours		
Outlaws of Orient		
Theodore Goes Wild	7/5-6/39	25.
Westerns		
Code of the Range	10/22/37	25.
Cowboy Star	5/21/37	25.
Westbound Mail	11/12/37	25.
Trapped	12/3/37	25.
Two Gun Law	2/5/38	25.
Two Fisted Sheriff		
One Man Justice	2/26/38	25.
Unknown Ranger		
Ranger Courage		
Rio Grande Ranger	5/28/37	25.
Law of the Ranger		
Reckless Ranger		
Rangers Step In		

[fol. 6345-18]

EXHIBIT 685-L
Columbia Pictures Corporation
1936-37 Season

Town: Norwich, New York
Theatre: Colonia

Features	Playdates	Film Rental
Man Who Lived Twice		
Craig's Wife	1/26/37	$75.
Adventure in Manhattan	2/27/37	75.
Legion of Terror		
Come Closer Folks		
Theodora Goes Wild	2/4-5/37	100.
North of Nome		
Lady From Nowhere		
Pennies From Heaven	1/21-22/37	100.
Beloved Vagabond		
More Than A Secretary	2/11-12/37	75.
Counterfeit Lady		
Find The Witness		
Woman in Distress		
Devil's Playground	3/23-24/37	50.
Women of Glamour		
Dodge City Trail	3/13/37	35.
When You're In Love	7/14-15/37	100.
Parole Racket		
Trouble in Morocco		
Let's Get Married		
Racketeers in Exile		
Motor Madness		
I Promise to Pay		
Thunder in the City		
Criminals of the Air		
Frame Up		
Speed To Spare		
Venus Makes Trouble		
League of Frightened Men		
Girls Can Play		
Devil Is Driving	8/19-20/37	50.
Fight to Finish		
Roaring Timber		
It Can't Last Forever	9/11/37	35.
Dangerous Adventure		
It's All Yours	9/14/37-15	50.
Outlaws of Orient	10/23/37	35.
Westerns		
Code of the Range		
Cowboy Star		
Westbound Mail		
Trapped		
Two Gun Law		
Two Fisted Sheriff		
One Man Justice		
Unknown Ranger		
Ranger Courage		
Rio Grande Ranger		
Law of the Ranger		
Reckless Ranger		
Rangers Step In		

[fol. 6345-19]

EXHIBIT 685-M

Columbia Pictures Corporation
1937-38 Season

Town: Rochester, New York
Theatre: Madison

Features	Playdates	Film Rental
Lost Horizon	11/21-24/37	$354.46
It Happened in Hollywood	3/23-24/38	60.
Counsel For Crime	5/18-19/38	45.
Game That Kills	1/13-14/38	30.
Life Begins Witlf Love	3/16-17/38	60.
Murder in Greenwich Village	7/13-14/38	30.
Awful Truth	12/21 M & 1/2-5/38	283.78
Trapped by G-Men	7/6-7/38	30.
Paid to Dance	1/27-29/38	30.
She Married An Artist	2/18-19/38	90.
All-American Sweetheart	3/4-5/38	40.
I'll Take Romance	3/20-22/38	150.
The Shadow	7/27-28/38	22.50
Under Suspicion	5/20-21/38	30.
Women in Prison		
No Time to Marry	5/11-12/38	45.
Penitentiary		
Squadron of Honor	7/15-16/38	30.
Little Miss Roughneck	7/22-23/38	45.
Wide Open Faces	5/6-7/38	90.
Who Killed Gail Preston	6/1-2/38	22.50
Start Cheering	5/22-24/38	67.50
Making the Headlines	10/5-6/38	40.
Woman vs. World	7/27-28/38	30.
Lone Wolf in Paris	5/29-31/38	45.
When G-Men Step In	8/3-4/38	22.50
Flight Into Nowhere	9/9-10/38	40.
There's Always a Woman	7/29-30/38	90.
Extortion	9/28-29/38	30.
Main Event	11/2-3/38	22.50
Holiday	8/7-9/38	150.
Highway Patrol	10/14-15/38	40.
City Streets	10/7-8/38	45.
Reformatory	9/21-22/38	40.
Gladiator	11/27-29/38	67.50
Convicted	11/9-10/38	22.50
I Am The Law	11/18-19/38	90.
Lady Objects	12/25-27/38	45.
Juvenile Court		
Girls' School	1/6-7/39	67.50
Westerns		
Old Wyoming Trail		
Outlaws of the Prairie		
Cattle Raiders		
Call of the Rockies		
Law of the Plains		
West of Cheyenne		
South of Arizona		
Colorado Trail		
Heroes of the Alamo	7/21/38	20.
Rolling Caravans		
Stage Coach Days		

[fol. 6345-20]

EXHIBIT 685-N

Columbia Pictures Corporation
1937-38 Season

Town: Rochester, New York
Theatre: Monroe

Features	Playdates	Film Rental
Lost Horizon	11/21-24/37	$394.24
It Happened in Hollywood	3/23-24/38	75.
Counsel For Crime	5/18-19/38	56.25
Game That Kills	1/13-14/38	40.
Life Begins With Love	3/16-17/38	75.
Murder in Greenwich Village	7/13-14/38	41.25
Awful Truth	12/31 M & 1/2-3/38	299.64
Trapped by G-Men	7/6-7/38	41.25
Paid to Dance	1/27-29/38	40.
She Married An Artist	2/18-19/38	120.
All American Sweetheart	3/4-5/38	55.
I'll Take Romance	3/20-22/38	150.
The Shadow	7/27-28/38	30.
Under Suspicion	5/20-21/38	41.25
Women in Prison		
No Time to Marry	5/11-12/38	56.25
Penitentiary		
Squadron of Honor	7/15-16/38	41.25
Little Miss Roughneck	7/22-23/38	56.25
Wide Open Faces	5/6-7/38	120.
Who Killed Gail Preston	6/1-2/38	30.
Start Cheering	5/22-24/38	90.
Making the Headlines		
Woman vs. World	7/27-28/38	30.
Lone Wolf in Paris	5/29-31/38	56.25
When G-Men Step In	8/3-4/38	30.
Flight Into Nowhere	9/9-10/38	55.
There's Always a Woman	5/18-19/38	120.
Extortion		
Main Event	11/2-3/38	30.
Holiday	8/7-9/38	150.
Highway Patrol		
City Streets		
Reformatory	9/21-22/38	40.
Gladiator	11/27-29/38	90.
Convicted	11/9-10/38	30.
I Am The Law	11/18-19/38	120.
Lady Objects	12/25-27/38	60.
Juvenile Court		
Girls' School	1/6-7/39	90.
Westerns		
Old Wyoming Trail		
Outlaws of the Prairie		
Cattle Raiders		
Call of the Rockies		
Law of the Plains		
West of Cheyenne		
South of Arizona		
Colorado Trail		
Heroes of the Alamo	7/21/38	20.
Rolling Caravans		
Stage Coach Days		

[fol. 6345-21]

EXHIBIT 685-O

Columbia Pictures Corporation
1937-38 Season
Town: Rochester, New York
Theatre: Dixie

Features	Playdates	Film Rental
Lost Horizon	12/6-8/37	$100.
It Happened in Hollywood	4/15-16/38	25.
Counsel For Crime		
Game That Kills		
Life Begins With Love		
Murder in Greenwich Village		
Awful Truth	5/13-15/38	50.
Trapped by G-Men		
Paid to Dance		
She Married An Artist	3/11-12/38	40.
All American Sweetheart		
I'll Take Romance	4/13-14/38	40.
The Shadow		
Under Suspicion		
Women in Prison		
No Time to Marry		
Penitentiary	4/15-16/38	40.
Squadron of Honor		
Little Miss Roughneck	8/10-11/38	25.
Wide Open Faces	5/27-28/38	25.
Who Killed Gail Preston		
Start Cheering	6/22-23/38	25.
Making the Headlines		
Woman vs. World		
Lone Wolf in Paris	7/6-7/38	25.
When G-Men Step In		
Flight Into Nowhere		
There's Always a Woman	8/19-20/38	40.
Extortion		
Main Event		
Holiday	8/31-9/1/38	50.
Highway Patrol		
City Streets		
Reformatory		
Gladiator	12/16-17/38	40.
Convicted		
I Am The Law	12/4-6/38	40.
Lady Objects	12/21-22/38	25.
Juvenile Court		
Girls' School	1/25-26/39	25.
Westerns		
Old Wyoming Trail		
Outlaws of the Prairie		
Cattle Raiders		
Call of the Rockies		
Law of the Plains		
West of Cheyenne		
South of Arizona		
Colorado Trail		
Heroes of the Alamo		
Rolling Caravans		
Stage Coach Days		

[fol. 6345–22]

EXHIBIT 685-P

Columbia Pictures Corporation
1937–38 Season
Town: Rochester, New York
Theatre: Riviera

Features	Playdates	Film Rental
Lost Horizon	12/16–18/38	$150.
It Happened in Hollywood	4/15–16/38	35.
Counsel For Crime		
Game That Kills		
Life Begins With Love		
Murder in Greenwich Village		
Awful Truth	2/13–15/38	75.
Trapped by G-Men		
Paid to Dance		
She Married An Artist	3/11–12/38	50.
All American Sweetheart		
I'll Take Romance	4/13–14/38	50.
The Shadow		
Under Suspicion		
Women in Prison		
No Time to Marry		
Penitentiary	4/14–16/38	50.
Squadron of Honor		
Little Miss Roughneck	8/10–11/38	35.
Wide Open Faces	5/27–28/38	35.
Who Killed Gail Preston		
Start Cheering	6/22–23/38	35.
Making the Headlines		
Woman vs. World		
Lone Wolf in Paris	7/6–7/38	35.
When G-Men Step In		
Flight Into Nowhere		
There's Always A Woman	8/19–20/38	50.
Extortion		
Main Event		
Holiday	8/31–9/1/38	75.
Highway Patrol		
City Streets		
Reformatory		
Gladiator	12/16–17/38	50.
Convicted		
I Am The Law	12/4–6/38	50.
Lady Objects	12/21–22/38	35.
Juvenile Court		
Girls' School	1/25–26/38	35.
Westerns		
Old Wyoming Trail		
Outlaws of the Prairie		
Cattle Raiders		
Call of the Rockies		
Law of the Plains		
West of Cheyenne		
South of Arizona		
Colorado Trail		
Heroes of the Alamo		
Rolling Caravans		
Stage Coach Days		

[fol. 6345-23]

EXHIBIT 685-Q

Columbia Pictures Corporation
1937-38 Season
Town: Rochester, New York
Theatre: Liberty

Features	Playdates	Film Rental
Lost Horizon	12/16-18/37	$80.
It Happened in Hollywood		
Counsel For Crime		
Game That Kills		
Life Begins With Love		
Murder in Greenwich Village		
Awful Truth	2/20-22/38	40.
Trapped by G-Men		
Paid to Dance		
She Married An Artist	3/18-19/38	30.
All American Sweetheart		
I'll Take Romance	4/20-21/38	30.
The Shadow		
Under Suspicion		
Women in Prison		
No Time to Marry		
Penitentiary	4/22-23/38	30.
Squadron of Honor		
Little Miss Roughneck	8/17-18/38	22.50
Wide Open Faces	6/3-4/38	22.50
Who Killed Gail Preston		
Start Cheering	7/1-2/38	22.50
Making the Headlines		
Woman vs. World		
Lone Wolf in Paris	7/13-14/38	22.50
When G-Men Step In		
Flight Into Nowhere		
There's Always a Woman	8/26-27/38	30.00
Extortion		
Main Event		
Holiday	9/7-8/38	40.
Highway Patrol		
City Streets		
Reformatory		
Gladiator	11/23-24/38	30.
Convicted		
I Am The Law	12/11-13/38	30.
Lady Objects	12/28-29/38	22.50
Juvenile Court		
Girls' School	2/1-2/39	22.50
Westerns		
Old Wyoming Trail		
Outlaws of the Prairie		
Cattle Raiders		
Call of the Rockies		
Law of the Plains		
West of Cheyenne		
South of Arizona		
Colorado Trail		
Heroes of the Alamo		
Rolling Caravans		
Stage Coach Days		

[fol. 6345-24]

EXHIBIT 685-R

Columbia Pictures Corporation
1938-39 Season

Town: Rochester, New York
Theatre: State or Dixie

Features	Playdates	Film Rental
Can't Take It With You	11/24-26/38	$200.00
Crime Takes a Holiday	12/30-31/38	31.25
Flight to Fame	12/14-15/38	31.25
Little Adventuress	12/28-29/38	31.25
Adventure in Sahara		
Blondie	1/11-12/39	31.25
Strange Case of Dr. Meade	4/7-8/39	31.25
There's That Woman Again	3/22-23/39	50.00
Smashing the Spy Ring	2/8-9/39	31.25
Homicide Bureau		
Lone Wolf Spy Hunt	4/26-27/39	31.25
North of Shanghai		
My Son Is a Criminal		
Let Us Live	6/7-8/39	50.00
Blondie Meets The Boss	5/10-11/39	31.25
Romance of the Redwoods	6/30-7/1/39	31.25
Whispering Enemies	5/3-4/39	31.25
Lady and the Mob	8/25-26/39	31.25
First Offenders		
Outside These Walls		
Blind Alley	9/15-16/39	31.25
Missing Daughters	8/16-17/39	31.25
Angels Have Wings	7/23-25/39	80.00
Trapped in the Sky		
Clouds Over Europe	9/27-28/39	31.25
Parents On Trial	9/27-28/39	31.25
Good Girls Go to Paris	9/20-21/39	50.00
Woman Is Judge		
Blondie Vacation	9/15-16/39	31.25
Prison Gates		
Coast Guard	11/19-21/39	50.00
Man Could Not Hang	12/20-21/39	31.25
Five Little Peppers	12/13-14/39	31.25
Konga		
Golden Boy	12/8-9/39	80.00
Terror of Tiny Town		
Westerns		
West of Santa Fe		
Rio Grande		
Thundering West		
Texas Stampede		
North of the Yukon		
Spoilers of the Range		
Western Caravans		
Man From Sun Down		
Riders of Black River		
In Early Arizona		
Frontiers of '49		
Lone Star Pioneers		
Law Comes to Texas		

[fol. 6345-25]

EXHIBIT 685-S

Columbia Pictures Corporation
1938-39 Season

Town: Rochester, New York
Theatre: State or Dixie

Features	Playdates	Film Rental
Can't Take It With You	11/24-26/38	$125.00
Crime Takes a Holiday	1/6-7/39	30.00
Flight to Fame	12/21-22/38	30.00
Little Adventuress	1/4-5/38	30.00
Adventure In Sahara		
Blondie	1/18-19/39	30.00
Strange Case of Dr. Meade	4/14-15/39	30.00
There's That Woman Again	3/29-30/39	30.00
Smashing the Spy Ring	2/15-16/39	30.00
Homicide Bureau		
Lone Wolf Spy Hunt	5/3-4/39	30.00
North of Shanghai		
My Son Is a Criminal		
Let Us Live	6/14-15/39	30.00
Blondie Meets The Boss	5/17-18/39	30.00
Romance of the Redwoods	7/7-8/39	30.00
Whispering Enemies	5/10-11/39	30.00
Lady and the Mob	9/1-2/39	30.00
First Offenders		
Outside These Walls		
Blind Alley	9/22-23/39	30.00
Missing Daughters	8/23-24/39	30.00
Angels Have Wings	7/30-8/1/39	40.00
Trapped in the Sky		
Clouds Over Europe	10/4-5/39	30.00
Parents on Trial	10/4-5/39	30.00
Good Girls Go to Paris	9/27-28/39	30.00
Woman Is Judge		
Blondie Vacation	9/22-23/39	30.00
Prison Gates		
Coast Guard	11/26-28/39	30.00
Man Could Not Hang	12/27-28/39	30.00
Five Little Peppers	12/20-21/39	30.00
Konga		
Golden Boy	12/15-16/39	40.00
Terror of Tiny Town		
Westerns		
West of Santa Fe		
Rio Grande		
Thundering West		
Texas Stampede		
North of the Yukon		
Spoilers of the Range		
Western Caravans		
Man From Sun Down		
Riders of Black River		
In Early Arizona		
Frontiers of '49		
Lone Star Pioneers		
Law Comes to Texas		

[fol. 6345-28]

EXHIBIT 685-T

Columbia Pictures Corporation
1938-39 Season

Town: Rochester, New York
Theatre: Monroe

Features	Playdates	Film Rental
Can't Take It With You	1/11-14/39	$303.90
Crime Takes a Holiday		
Flight To Fame	4/7-8/39	21.25
Little Adventuress		
Adventure In Sahara		
Blondie	2/5-7/39	35.00
Strange Case of Dr. Meade	4/28-29/39	21.25
There's That Woman Again	4/19-20/39	75.00
Smashing the Spy Ring	3/9-11/39	35.00
Homicide Bureau		
Lone Wolf Spy Hunt	5/17-18/39	35.00
North of Shanghai		
My Son Is a Criminal		
Let Us Live	6/26-29/39	75.00
Blondie Meets The Boss	2/2-3/39	35.00
Romance of the Redwoods	7/28-29/39	35.00
Whispering Enemies	6/7-8/39	21.25
Lady and the Mob	9/15-16/39	35.00
First Offenders		
Outside These Walls		
Blind Alley	10/6-7/39	35.00
Missing Daughters	9/6-7/39	21.25
Angels Have Wings	8/20-22/39	100.00
Trapped in the Sky		
Clouds Over Europe	10/18-19/39	35.00
Parents On Trial	10/18-19/39	21.25
Good Girls Go to Paris	10/11-12/39	75.00
Woman Is Judge	9/27-28/39	21.25
Blondie Vacation	10/6-7/39	35.00
Prison Gates		
Coast Guard	12/17-19/39	75.00
Man Could Not Hang		
Five Little Peppers	1/3-4/40	35.00
Konga		
Golden Boy	1/29-30/39	100.00
Terror of Tiny Town		
Westerns		
West of Santa Fe		
Rio Grande		
Thundering West		
Texas Stampede		
North of the Yukon		
Spoilers of the Range		
Western Caravans		
Man From Sun Down		
Riders of Black River		
In Early Arizona		
Frontiers of '49		
Lone Star Pioneers		
Law Comes to Texas		

[fol. 6345-27]

PLAINTIFF'S EXHIBIT 685-U

Columbia Pictures Corporation
1938-39 Season

Town: Rochester
Theatre: Madison

Features	Playdates	Film Rental
Can't Take It With You	1/11-14/39	$343.68
Crime Takes a Holiday		
Flight To Fame	4/7-8/39	21.25
Little Adventuress		
Adventure In Sahara		
Blondie	2/5-7/39	35.00
Strange Case of Dr. Meade	4/28-29/39	21.25
There's That Woman Again	4/19-20/39	75.00
Smashing the Spy Ring	3/9-11/39	35.00
Homicide Bureau		
Lone Wolf Spy Hunt	5/17-18/39	35.00
North of Shanghai		
My Son Is a Criminal		
Let Us Live	6/28-29/39	75.00
Blondie Meets The Boss	2/2-3/39	35.00
Romance of the Redwoods	7/28-29/39	35.00
Whispering Enemies	6/7-8/39	21.25
Lady and the Mob	9/15-16/39	35.00
First Offenders		
Outside These Walls		
Blind Alley	10/6-7/39	35.00
Missing Daughters	9/6-7/39	21.25
Angels Have Wings	8/20-22/39	100.00
Trapped in the Sky		
Clouds Over Europe	10/18-19/39	35.00
Parents On Trial	10/18-19/39	21.25
Good Girls Go to Paris	10/11-12/39	75.00
Woman Is Judge	9/27-28/39	21.25
Blondie Vacation	10/6-7/39	35.00
Prison Gates		
Coast Guard	12/17-19/39	75.00
Man Could Not Hang	1/10-11/40	35.00
Five Little Peppers	1/3-4/40	35.00
Konga		
Golden Boy	12/29-30/39	100.00
Terror of Tiny Town		
Westerns		
West of Santa Fe		
Rio Grande		
Thundering West		
Texas Stampede		
North of the Yukon		
Spoilers of the Range		
Western Caravans		
Man From Sun Down		
Riders of Black River		
In Early Arizona		
Frontiers of '49		
Lone Star Pioneers		
Law Comes to Texas		

[fol. 6345-28]

PLAINTIFF'S EXHIBIT 685-V

Columbia Pictures Corporation
1938-39 Season

Town: Rochester, New York
Theatre: Liberty or Riviera

Features	Playdates	Film Rental
Can't Take It With You	11/24-26/38	$300.00
Crime Takes a Holiday	12/30-31/38	40.00
Flight to Fame	12/4-5/38	40.00
Little Adventuress	12/28-29/38	40.00
Adventure In Sahara		
Blondie	1/11-12/39	40.00
Strange Case of Dr. Meade	4/7-8/39	40.00
There's That Woman Again	3/22-23/39	62.50
Smashing the Spy Ring	2/8-9/39	40.00
Homicide Bureau		
Lone Wolf Spy Hunt	4/26-27/39	40.00
North of Shanghai		
My Son Is a Criminal		
Let Us Live	6/7-8/39	62.50
Blondie Meets The Boss	5/10-11/39	40.00
Romance of the Redwoods	6/30-7/1/39	40.00
Whispering Enemies	5/3-4/39	40.00
Lady and the Mob	8/25-26/39	40.00
First Offenders		
Outside These Walls		
Blind Alley	9/15-16/39	40.00
Missing Daughters	8/16-17/39	40.00
Angels Have Wings	7/23-25/39	125.00
Trapped in the Sky		
Clouds Over Europe	9/27-28/39	40.00
Parents On Trial	9/27-28/39	40.00
Goods Girls Go to Paris	9/20-21/39	62.50
Woman Is Judge		
Blondie Vacation	9/15-16/39	40.00
Prison Gates		
Coast Guard	11/19-21/39	62.50
Man Could Not Hang	12/20-21/39	40.00
Five Little Peppers	12/13-14/39	40.00
Konga		
Golden Boy	12/8-9/39	125.00
Terror of Tiny Town		
Westerns		
West of Santa Fe		
Rio Grande		
Thundering West		
Texas Stampede		
North of the Yukon		
Spoilers of the Range		
Western Caravans		
Man From Sun Down		
Riders of Black River		
In Early Arizona		
Frontiers of '49		
Lone Star Pioneers		
Law Comes to Texas		

[fol. 6345-29]

PLAINTIFF'S EXHIBIT 685-W

Columbia Pictures Corporation
1938-39 Season

Town: Rochester, New York
Theatre: Liberty

Features	Playdates	Film Rental
Can't Take It With You	1/24-26/38	$125.00
Crime Takes a Holiday	1/6-7/39	37.50
Flight To Fame	12/21-22/38	37.50
Little Adventuress	1/4-5/38	37.50
Adventure in Sahara		
Blondie	1/18-19/39	37.50
Strange Case of Dr. Meade	4/14-15/39	37.50
There's That Woman Again	3/29-30/39	37.50
Smashing the Spy Ring	2/15-16/39	37.50
Homicide Bureau		
Lone Wolf Spy Hunt	5/3-4/39	37.50
North of Shanghai		
My Son Is a Criminal		
Let Us Live	6/14-15/39	37.50
Blondie Meets The Boss	5/17-18/39	37.50
Romance of the Redwoods	7/7-8/39	37.50
Whispering Enemies	5/10-11/39	37.50
Lady and the Mob	9/1-2/39	37.50
First Offenders		
Outside These Walls		
Blind Alley	9/22-23/39	37.50
Missing Daughters	8/23-24/39	37.50
Angels Have Wings	7/30-8/1/39	50.00
Trapped in the Sky		
Clouds Over Europe	10/4-5/39	37.50
Parents On Trial	10/4-5/39	37.50
Good Girls Go to Paris	9/27-28/39	37.50
Woman Is Judge		
Blondie Vacation	9/22-23/39	37.50
Prison Gates		
Coast Guard	11/26-28/39	37.50
Man Could Not Hang	12/27-28/39	37.50
Five Little Peppers	12/20-21/39	37.50
Konga		
Golden Boy	12/15-16/39	50.00
Terror of Tiny Town		
Westerns		
West of Santa Fe		
Rio Grande		
Thundering West		
Texas Stampede		
North of the Yukon		
Spoilers of the Range		
Western Caravans		
Man From Sun Down		
Riders of Black River		
In Early Arizona		
Frontiers of '49		
Lone Star Pioneers		
Law Comes to Texas		

(fol. 6345-30)

PLAINTIFF'S EXHIBIT #85-X

Columbia Pictures Corporation
1935-36 Season

Town: Van Wert, Ohio
Theatre: Ohio

Features	Playdates	Film Rental
Mr. Deeds Goes To Town	6/11-13/36	$85.
King Steps Out	6/21-23/36	85.
Music Goes Round	3/29-31/36	85.
She Couldn't Take It	11/24-26/35	75.
Devil's Squadron	6/7-9/36	75.
Lady of Secrets	3/22-24/36	75.
If You Could Only Cook	2/16-18/36	75.
Crime & Punishment	1/26-28/36	75.
And So They Were Married	6/14-16/36	75.
One Way Ticket	1/22-23/36	25.
Lone Wolf Returns	2/7-8/36	25.
Grand Exit	12/8-10/35	25.
Hell Ship Morgan	3/26-27/36	25.
Counterfeit	7/9-11/36	25.
Meet Nero Wolfe	8/2-4/36	25.
End of the Trail	11/8-10/36	25.
Calling of Dan Mathews	2/9-11/36	25.
Mine With Iron Door	5/31-6/2/36	25.
They Met In A Taxi	9/17-19/36	25.
Escape From Devil's Island	1/15-16/36	25.
You May Be Next	3/1-3/36	25.
Pride of the Marines	6/24/36	17.50
Final Hour	7/9/36	17.50
Don't Gamble With Love	4/26-28/36	25.
Roaming Lady	7/19-21/36	25.
Blackmailer	8/9-11/36	25.
Shakedown	9/2/36	17.50
Two Fisted Gentleman	8/26/36	17.50
Trapped by Television	7/8/36	17.50
Guard That Girl	12/15-17/35	25.
Case of Missing Man	12/29-31/35	25.
Too Tough to Kill	12/15-17/35	25.
Dangerous Intrigue	3/1-3/36	25.
Panic On the Air	6/10/36	17.50
Alibi For Murder	12/2/36	17.50
Killer At Large	1/6/37	17.50
Tugboat Princess	1/13/37	17.50
Westerns		
Western Frontier	9/20-21/35	12.50
Heir to Trouble	9/30-10/1/35	12.50
Western Courage	2/21-22/36	12.50
Lawless Riders	3/13-14/36	12.50
Cattle Thief	4/24-25/36	12.50
Heroes of Range	4/3-4/36	12.50
Avenging Waters	6/17/36	12.50
Fugitive Sheriff	7/2-4/36	15.
Gallant Defender	12/6-7/35	12.50
Mysterious Avenger	1/29-30/36	12.50
Secret Patrol	7/5-7/36	15.
Stampede	9/3-5/36	15.

[fol. 6345-31]

PLAINTIFF'S EXHIBIT 685-Y

Columbia Pictures Corporation
1936-37 Season

Town: Van Wert, Ohio
Theatre: Strand-Van Wert

Features	Playdates	Film Rental
Man Who Lived Twice	11/14-15/36	$20.
Craig's Wife	10/14-15/36	20.
Adventure In Manhattan	10/21/36	20.
Legion of Terror	11/21-22/36	20.
Come Closer Folks	11/24/36	20.
Theodora Goes Wild	11/28-30/36	75.
North of Nome	12/27-28/36	20.
Lady From Nowhere		
Pennies From Heaven	12/29-30/36	75.
Beloved Vagabond		
More Than A Secretary	1/19-20/37	30.
Counterfeit Lady	1/1/37	20.
Find The Witness		
Woman in Distress	3/6-7/37	20.
Devil's Playground	2/20/37	30.
Women of Glamour	3/20/37	30.
Dodge City Trail	2/6-7/37	20.
When You're In Love	5/19/37	75.
Parole Racket		
Trouble in Morocco	4/24-25/37	20.
Let's Get Married		
Racketeers in Exile		
Motor Madness		
I Promise To Pay	5/29/37	20.
Thunder in the City	5/4-5/37	30.
Criminals of the Air		
Frame Up		
Speed To Spare		
Venus Makes Trouble		
League of Frightened Men		
Girls Can Play		
Devil Is Driving	7/8/37	65.
Fight to Finish		
Roaring Timber		
It Can't Last Forever		
Dangerous Adventure		
It's All Yours	9/15-16/37	50.
Outlaws of Orient		
Westerns		
Code of the Range		
Cowboy Star		
Westbound Mail		
Trapped		
Two Gun Law		
Two Fisted Sheriff		
One Man Justice		
Unknown Ranger		
Ranger Courage		
Rio Grande Ranger		
Law of the Ranger		
Reckless Ranger		
Rangers Step In		

[fol. 6345-32] EXHIBIT No. 686

Inter-Office Communication

Columbia Pictures

To Mr. Sam Reice.
From Max Rose.
Attention of ——— ———.
By ——— ———.
In Regard to U. S. vs. Schine.
Date: September 11, 1944.

I am sending you herewith a response from Mr. Montague's office to our request for printed schedules of future releases which come within the subpoena served on us by the Government.

I suggest that you put this with the other material which we will be required to produce in Buffalo.

Max.

Encls.

fol. 6345-33]

Columbia Pictures Corporation
Release Schedule

1938-39 — As of August 1st, 1939

Features

Production	Director	Cast	Running Time in Minutes	Release Date
1. You Can't Take It With You	Capra	Jean Arthur, James Stewart, Lionel Barrymore, Edward Arnold, Mischa Auer, Spring Byington, Ann Miller, etc. etc.	127	Sept. 29th
2. Crime Takes A Holiday	Collins	Jack Holt, Marcia Ralston	59	Oct. 5th
3. Flight To Fame	Coleman	Charles Farrell, Jacqueline Wells	57	Oct. 12th
4. The Little Adventuress	Lederman	Edith Fellows, Jacqueline Wells, Cliff Edwards, Robert Paige	62	Oct. 24th
5. Adventure in Sahara	Lederman	Paul Kelly, Lorna Gray	58	Nov. 15th
6. Blondie	Strayer	Penny Singleton, Arthur Lake, Dorothy Moore, Larry Simms, Danny Mummert	72	Nov. 30th
Terror Of Tiny Town (Special Release—not part of regular program.)	Sam Newfield	Jed Buell's Midgets	63	Dec. 1st
7. The Strange Case of Dr. Meade	Collins	Jack Holt, Beverly Roberts, Noah Beery, Jr.	67	Dec. 15th
8. There's That Woman Again	Hall	Melvyn Douglas, Virginia Bruce, Margaret Lindsay	74	Dec. 24th
9. Smashing The Spy Ring	Cabanne	Fay Wray, Ralph Bellamy,	62	Dec. 29th
10. Homicide Bureau	Coleman	Bruce Cabot, Rita Hayworth	59	Jan. 5th
11. The Lone Wolf Spy Hunt	Godfrey	Warren William, Ida Lupino, Ralph Morgan	71	Jan. 27th
12. North of Shanghai	Lederman	Betty Furness, James Craig	59	Feb. 10th
13. My Son Is A Criminal	Coleman, Jr.	Alan Baxter, Jacqueline Wells	59	Feb. 22nd
14. Let Us Live	Brahm	Henry Fonda, Maureen O'Sullivan, Ralph Bellamy	69	Feb. 28th
15. Blondie Meets The Boss	Strayer	Penny Singleton, Arthur Lake, Dorothy Moore, Larry Simms, Danny Mummert	74	Mar. 8th
16. Whispering Enemies	Collins	Jack Holt, Dolores Costello, Pert Kelton	63	Mar. 24th
17. Romance of the Redwoods	Vidor	Charles Bickford, Jean Parker	67	Mar. 30th
18. The Lady And The Mob	Stoloff	Fay Bainter, Ida Lupino, Henry Armetta, Lee Bowman, Warren Hymer	66	Apr. 3rd

19. First Offenders	McDonald	Walter Abel, Beverly Roberts, Iris Meredith, Johnny Downs	62	Apr. 12th
20. Outside These Walls	McCarey	Dolores Costello, Michael Whalen, Virginia Weidler	61	May 4th
21. Blind Alley	Vidor	Chester Morris, Ralph Bellamy, Ann Dvorak, Joan Perry, Rose Stradner	71	May 11th
22. Missing Daughters	Coleman, Jr.	Richard Arlen, Marian Marsh, Rochelle Hudson, Isabel Jewell	59	May 22nd
23. Only Angels Have Wings	Hawks	Jean Arthur, Cary Grant, Richard Barthelmess, Thomas Mitchell, Rita Hayworth, Noah Beery, Jr.	121	May 25th
24. Trapped In The Sky	Collins	Jack Holt, Katherine DeMille, Ralph Morgan	61	June 1st
25. Clouds Over Europe	Whalen	Laurence Olivier, Valerie Hobson, Ralph Richardson	79	June 20th
26. Parents On Trial	Nelson	Jean Parker, Johnny Downs	58	June 29th
27. Good Girls Go To Paris	Hall	Joan Blondell, Melvyn Douglas, Walter Connolly, Joan Perry	78	June 30th
28. A Woman Is The Judge	Grinde	Rochelle Hudson, Otto Kruger, Frieda Inescort	62	July 10th
29. Blondie Takes A Vacation	Strayer	Penny Singleton, Arthur Lake, etc.	71	July 20th
30. Behind Prison Gates	Barton	Brian Donlevy, Jacqueline Wells, Paul Fix	62	July 28th
31. Cost Guard	Ludwig	Randolph Scott, Ralph Bellamy, Frances Dee, Walter Connolly	—	Aug. 4th
32. The Man They Could Not Hang	Grinde	Boris Karloff, Roger Pryor, Lorna Gray	—	Aug. 17th
33. Five Little Peppers And How They Grew	Barton	Edith Fellows, Dorothy Peterson, Clarence Kolb	—	Aug. 22nd
34. Konga, The Wild Stallion	Nelson	Fred Stone, Rochelle Hudson, Richard Fiske	—	Aug. 30th
35. Golden Boy	Mamoulian	Barbara Stanwyck, Adolphe Menjou, William Holden, Joseph Calleia	—	Sept. 5th

Westerns

1. West Of The Santa Fe	Nelson	Charles Starrett, Iris Meredith	57	Oct. 3rd
2. Law Of The Texan	Clifton	Buck Jones, Dorothy Fay	54	Oct. 24th
3. In Early Arizona	Levering	Bill Elliott, Dorothy Gulliver	53	Nov. 2nd
4. Rio Grande	Nelson	Charles Starrett, Ann Doran, Sons of the Pioneers	59	Dec. 8th
5. California Frontier	Clifton	Buck Jones, Carmen Bailey	54	Dec. 15th
6. The Thundering West	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	57	Jan. 12th
7. Frontiers Of '49	Levering	Bill Elliott, Luana De Alcaniz	54	Jan. 19th
8. Texas Stampede	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	57	Feb. 9th

Columbia Pictures Corporation
Release Schedule

1938-39

As of August 1st, 1939

Features

Production	Director	Cast	Running Time in Minutes	Release Date
9. Lone Star Pioneers	Levering	Bill Elliott, Dorothy Gulliver	56	Mar. 16th
10. North of the Yukon	Nelson	Charles Starrett, Linda Winters, Sons of the Pioneers	64	Mar. 30th
11. The Law Comes to Texas	Levering	Bill Elliott, Veda Ann Borg, Sons of the Pioneers	58	Apr. 16th
12. Spoilers Of The Range	Coleman, Jr.	Charles Starrett, Iris Meredith, Sons of the Pioneers	58	Apr. 27th
13. Western Caravans	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	58	June 15th
14. The Man From Sundown	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	59	July 15th
15. Riders of Black River	Nelson	Charles Starrett, Iris Meredith, Sons of the Pioneers	—	Aug. 23rd

[fol. 6345-34]

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Columbia Pictures Corporation
Release Schedule

1939-40

As of Sept. 1st

Features

Production	Director	Cast	Running Time in Minutes	Release Date
Golden Boy (1938-39)	Mamoulian	Barbara Stanwyck, Adolphe Menjou, William Holden, Joseph Calleia	101	Sept. 5th
1. Hidden Power	Collins	Jack Holt, Gertrude Michael, Dickie Moore	60	Sept. 7th
2. Those High Grey Walls	Vidor	Walter Connolly, Iris Meredith, Onslow Stevens	82	Sept. 21st
3. U-Boat 29	Powell	Conrad Veidt, Sebastian Shaw, Valerie Hobson	79	Oct. 7th
4. Scandal Sheet	Grinde	Otto Kruger, Ona Munson, Nedda Harrington	67	Oct. 16th
5. Mr. Smith Goes To Washington	Capra	Jean Arthur, James Stewart, Claude Rains, Edward Arnold, Guy Kibbee, Thomas Mitchell, Beulah Bondi	130	Oct. 19th
6. Beware Spooks!	Sedgwick	Joe E. Brown, Mary Carlisle	68	Oct. 24th
7. Miracle On Main Street	Szekele	Walter Abel, Margo, Lyle Talbot, William Collier, Sr.	78	Oct. 29th
8. Blondie Brings Up Baby	Strayer	Penny Singleton, Arthur Lake, Baby Dumpling (Larry Simms), etc.	69	Nov. 9th
9. The Amazing Mr. Williams	Hall	Joan Blondell, Melvyn Douglas	86	Nov. 23rd
10. Cafe Hostess	Salkow	Preston Foster, Ann Dvorak	63	Nov. 30th
11. Fugitive At Large	Collins	Jack Holt, Patricia Ellis	66	Dec. 7th
12. My Son Is Guilty	Barton	Bruce Cabot, Jacqueline Wells	63	Dec. 28th
13. Music In My Heart	Santley	Tony Martin, Rita Hayworth, Edith Fellows Andre Kostelanetz and his Orchestra	70	Jan. 10th
14. His Girl Friday	Hawks	Cary Grant, Rosalind Russell, Ralph Bellamy	92	Jan. 18th
15. The Lone Wolf Strikes	Salkow	Warren William, Joan Perry	67	Jan. 26th
16. Convicted Woman	Grinde	Rochelle Hudson, Glenn Ford, Frieda Inescort, Lola Lane, June Lang	66	Jan. 31st
17. Five Little Peppers At Home	Barton	Edith Fellows, Dorothy Peterson, Clarence Kolb, Dorothy Ann Seece	65	Feb. 8th
18. Blondie On A Budget	Strayer	Penny Singleton, Arthur Lake, Baby Dumpling, (Larry Sams), Rita Hayworth, etc.	73	Feb. 29th
19. Outside The 3-Mile Limit	Collins	Jack Holt, Irene Ware	65	Mar. 7th
20. Men Without Souls	Grinde	John Litel, Rochelle Hudson	62	Mar. 14th

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Columbia Pictures Corporation
Release Schedule

As of Sept. 1st

1939–40

Features

Production	Director	Cast	Running Time in Minutes	Release Date
21. Too Many Husbands	Ruggles	Jean Arthur, Fred MacMurray, Melvyn Douglas	84	Mar. 21st
22. The Man With Nine Lives	Grinde	Boris Karloff, Roger Pryor, Jo Ann Sayres	73	Apr. 18th
23. The Doctor Takes A Wife	Hall	Loretta Young, Ray Milland, Gail Patrick Reginald Gardiner, George Metaxa	89	Apr. 25th
21 Days Together	Dean	Vivien Leigh, Laurence Olivier	72	May 16th
(Not included in 1939–40 program)				
24. Babies For Sale	Barton	Glenn Ford, Rochelle Hudson	64	May 16th
25. Island of Doomed Men	Barton	Peter Lorre	67	May 20th
26. The Lone Wolf Meets A Lady	Salkow	Warren William, Jean Muir	71	May 30th
27. Mad Men of Europe	De Courville	Edmund Gwenn, Mary Maguire	73	June 3rd
28. Passport To Alcatraz	Collins	Jack Holt, Cecelia Callejo, Noah Beery, Jr., Maxie Rosenbloom	60	June 6th
29. Girls of the Road	Grinde	Ann Dvorak, Lola Lane, Helen Mack	61	June 20th
30. Out West With The Peppers	Barton	Edith Fellows, Dorothy Peterson, Dorothy Ann Seese, etc.	62	June 30th
31. Military Academy	Lederman	Tommy Kelly, Bob Jordan, Jackie Searle, Dave Holt	66	July 18th
I Married Adventure		Osa (Mrs. Martin) Johnson	78	July 24th
(Not included in 1939–40 program)				
32. Blondie Has Servant Trouble	Strayer	Penny Singleton, Arthur Lake, Larry Simms, etc.	70	July 25th
33. The Lady In Question	Vidor	Brian Aherne, Rita Hayworth, Irene Rich, Glenn Ford	81	Aug. 7th
34. The Secret Seven	Moore	Bruce Bennett, Florence Rice	62	Aug. 15th
35. He Stayed For Breakfast	Hall	Loretta Young, Melvyn Douglas	89	Aug. 22nd
36. Five Little Peppers In Trouble	Barton	Edith Fellows, Dorothy Peterson, Dorothy Ann Seese, etc.	65	Sept. 1st
37. Before I Hang	Grinde	Boris Karloff, Evelyn Keyes	—	Sept. 17th
38. The Howards of Virginia	Lloyd	Cary Grant, Martha Scott, Sir Cedric Hardwicke	—	Sept. 19th
39. Glamour For Sale	Lederman	Roger Pryor, Anita Louise	—	Sept. 27th
40. Angels Over Broadway	Hecht	Douglas Fairbanks, Jr., Rita Hayworth Thomas Mitchell	—	Sept. 30th

Westerns

1. Outpost of the Mounties	Coleman, Jr.	Charles Starrett, Iris Meredith, Sons of the Pioneers	63	Sept. 14th
2. The Stranger From Texas	Nelson	Charles Starrett, Lorna Gray, Sons of the Pioneers	54	Nov. 2nd
3. Taming Of The West	Deming	Bill Elliott, Iris Meredith	55	Dec. 7th
4. Two-Fisted Rangers	Lewis	Charles Starrett, Iris Meredith, Sons of the Pioneers	62	Jan. 4th
5. Pioneers Of The Frontier	Nelson	Bill Elliott, Linda Winters	58	Feb. 1st
6. Bullets For Rustlers	Nelson	Charles Starrett, Lorna Gray, Sons of the Pioneers	58	Mar. 5th
7. Blazing Six Shooters	Lewis	Charles Starrett, Iris Meredith, Sons of the Pioneers	61	Apr. 4th
8. The Man From Tumbleweeds	Lewis	Bill Elliott, Iris Meredith, Walter 'Dub' Taylor	59	May 2nd
9. Texas Stagecoach	Lewis	Charles Starrett, Iris Meredith, Sons of the Pioneers	59	May 23rd
10. The Return of Wild Bill	Lewis	Bill Elliott, Iris Meredith, Walter 'Dub' Taylor	60	June 27th

1940-41

Release Schedule

Final

Features

As of Sept. 1st

Production	Director	Cast	Running Time in Minutes	Date Released
1. Fugitive From A Prison Camp	Collins	Jack Holt, Marian Marsh	59	Sept. 5th
2. So You Won't Talk	Sedgwick	Joe E. Brown, Frances Robinson	69	Oct. 3rd
3. Nobody's Children	Barton	Edith Fellows, Billy Lee	65	Oct. 17th
4. Girls Under 21	Nosseck	Rochelle Hudson, Paul Kelly	64	Oct. 24th
5. Blondie Plays Cupid	Strayer	Penny Singleton, Arthur Lake, etc.	68	Oct. 31st
6. The Lone Wolf Keeps A Date	Salkow	Warren William, Frances Robinson	65	Nov. 23rd
7. Escape To Glory	Brahm	Pat O'Brien, Constance Bennett	74	Nov. 28th
8. Ellery Queen Master Detetive	Neuman	Ralph Bellamy, Charles Grapewin, Margaret Lindsay	68	Nov. 30th
9. The Great Plane Robbery	Collins	Jack Holt, Vicki Lester	53	Dec. 9th
10. The Phantom Submarine	Barton	Anita Louise, Bruce Bennett	70	Dec. 20th
11. Arizona	Ruggles	Jean Arthur, William Holden, Warren William	122	Dec. 25th
12. This Thing Called Love	Hall	Rosalind Russell, Melvyn Douglas	98	Jan. 2nd
13. The Face Behind The Mask	Florey	Peter Lorre, Evelyn Keyes	69	Jan. 16th
14. The Devil Commands	Dmytryk	Boris Karloff, Amanda Duff, Richard Fiske	65	Feb. 3rd
15. Adam Had Four Sons	Ratoff	Warner Baxter, Ingrid Bergman, Fay Wray	81	Feb. 18th
16. Meet Boston Blackie	Florey	Chester Morris, Rochelle Hudson	61	Feb. 20th
17. Blondie Goes Latin	Strayer	Penny Singleton, Arthur Lake, Larry Simms, Janet Burston, Ruth Terry, Tito Guizar	69	Feb. 27th
18. Missing Ten Days	Whelan	Rex Harrison, Karen Verne	77	Feb. 28th
19. The Lone Wolf Takes A Chance	Salkow	Warren William, June Storey	76	Mar. 6th
20. Ellery Queen's Penthouse Mystery	Hogan	Ralph Bellamy, Margaret Lindsay, Charles Grapewin, Anna May Wong, etc.	70	Mar. 24th
21. The Great Swindle	Collins	Jack Holt, Marjorie Reynolds	54	Apr. 10th
22. Under Age	Dmytryk	Nan Gray, Alan Baxter, Patti McCarty	60	Apr. 24th
23. Penny Serenade	Stevens	Cary Grant, Irene Dunne, Beulah Bondi, etc.	120	Apr. 24th
24. The Big Boss	Barton	Otto Kruger, John Litel, Gloria Dickson	70	Apr. 28th
25. They Dare Not Love	Whale	George Brent, Martha Scott, Paul Lukas	76	Apr. 30th
26. Her First Beau	Reed	Jane Withers, Jackie Cooper, Edith Fellows, Josephine Hutchinson	78	May 8th
27. She Knew All The Answers	Wallace	Franchot Tone, Joan Bennett, Eve Arden	86	May 15th
28. The Voice In The Night	Asquith	Clive Brook, Diana Wynyard, Ronald Squire, Joyce Howard	83	May 20th
29. Naval Academy	Kenton	Freddie Bartholomew, Jimmy Lydon, Billy Cook	67	May 22nd
30. Adventure In Washington	Green	Herbert Marshall, Virginia Bruce, Gene Reynolds	86	May 30th
31. The Richest Man In Town	Barton	Frank Craven, Eileen O'Hearn, Roger Pryor, Edgar Buchanan	70	June 12th
32. Time Out For Rhythm	Salkow	Rud[illegible]allee, Glen Gray and Casa Loma Band, Ann Miller, 3 Stooges, Allen Jenkins, Rosemary Lane	75	June 20th
33. Sweetheart Of The Campus	Dmytryk	Ruby Keeler, Ozzie Nelson & Band, Harriet Hilliard, Gordon Oliver	67	June 26th
34. I Was A Prisoner On Devil's Island	Landers	Donald Wood, Sally Eilers, Edward Ciannelli	71	June 30th
35. Two In A Taxi	Florey	Anita Louise, Russell Hayden, Dick Purcell, Noah Beery, Jr.	63	July 10th
36. Blondie In Society	Strayer	Penny Singleton, Arthur Lake, Larry Simms, Wm. Frawley, St. Brendan's Choir	77	July 17th
37. The Officer And The Lady	White	Rochelle Hudson, Roger Pryor, Sidney Blackmer, Bruce Bennett	59	July 24th
38. Tillie The Toiler	Salkow	Kay Harris, William Tracy, Ernest Truex	68	Aug. 7th
39. Ellery Queen And The Perfect Crime	Hogan	Ralph Bellamy, Margaret Lindsay, Spring Byington, Charles Grapewin	70	Aug. 14th
40. Here Comes Mr. Jordan	Hall	Robert Montgomery, Claude Rains, Evelyn Keyes, James Gleason	94	Aug. 21st
41. Our Wife	Stahl	Melvyn Douglas, Ruth Hussey, John Hubbard, Ellen Drew	95	Aug. 28th

Release Schedule—Continued

Production	Director	Cast	Running Time in Minutes	Release Date
		Westerns		
1. The Durango Kid	Hillyer	Charles Starrett, Marjorie Cooley, Sons of the Pioneers	60	Aug. 15th
2. Prairie Schooners	Nelson	Bill Elliott, Walter 'Dub' Taylor, Evelyn Young	58	Sept. 30th
3. West of Abilene	Cedar	Charles Starrett, Marjorie Cooley, Sons of the Pioneers	57	Oct. 21st
4. Beyond the Sacramento	Hillyer	Bill Elliott, Evelyn Keyes, Walter 'Dub' Taylor	58	Nov. 14th
5. Thundering Frontier	Lederman	Charles Starret, Iris Meredith, Sons of the Pioneers	57	Dec. 5th
6. The Wildcat of Tucson	Hillyer	Bill Elliott, Evelyn Young	59	Dec. 31st
7. The Pinto Kid	Hillyer	Charles Starrett, Louise Currie, Sons of the Pioneers	61	Jan. 9th
8. Across The Sierras	Lederman	Bill Elliott, Luana Walters	58	Feb. 13th
9. Outlaws of the Panhandle	Nelson	Charles Starrett, Frances Robinson, Sons of the Pioneers	59	Feb. 27th
10. North From The Lone Star	Hillyer	Bill Elliott, Dorothy Fay, Walter 'Dub' Taylor	58	Mar. 31st
11. The Return of Daniel Boone	Hillyer	Bill Elliott, Betty Miles, Walter 'Dub' Taylor	61	May 7th
12. Hands Across The Rockies	Hillyer	Bill Elliott, Mary Bailey, Walter 'Dub' Taylor	57	June 19th
13. The Medico of Painted Springs	Hillyer	Charles Starrett, Terry Walker, Ray Bennett	62	June 26th
14. The Son Of Davy Crockett	Hillyer	Bill Elliott, Iris Meredith, Walter 'Dub' Taylor, Richard Fiske	60	July 15th
15. Thunder Over The Prairies	Hillyer	Charles Starrett, Eileen O'Hearn, Cliff Edwards	61	July 30th
16. Prairie Stranger (formerly The Medico Hits The Trail)	Hillyer	Charles Starrett, Patti McCarty, Cliff Edwards	—	Sept. 18th

[fol. 6345-36] Inter-Office Communication

Columbia Pictures

To Mr. M. Rose.
From Mr. Montague's Office.
Attention of —— ——.
By Irene Danels.
In Regard to ——.
Date Sept. 8, 1944.
[Stamp:] Received Sep. 8, 1944, Legal Dept.

I am sending you herewith printed schedules of feature releases for the 1938-39 to the 1941-42 seasons inclusive.

I am unable to find printed schedules of this character for any season prior to 1938-39, and I believe it was not the practise of the company to print such schedules prior to the 1938-39 season. We did, during earlier seasons, publish in the Beacon lists of feature pictures in the form of release schedules, but I understand that such lists published in the Beacon do not come within the terms of the subp-ena.

Printed release schedules of the character furnished to you herewith are issued by us at approximately monthly intervals, but the monthly issues for the period beginning 1938-39 are not readily available.

Irene Danels.

att.

Columbia Pictures Corporation

1941-42 Release

Features

Production	Director	Cast	Running Time in Minutes	Release Date
1. Mystery Ship	Landers	Paul Kelly, Lola Lane, Larry Parks	66	Sept. 4th
2. Harmon of Michigan	Barton	Tom Harmon, Anita Louise, Forest Evashevski	66	Sept. 11th
3. Ladies In Retirement	Vidor	Ida Lupino, Louis Hayward, Edith Barrett, Evelyn Keyes, Elsa Lanchester	93	Sept. 18th
You'll Never Get Rich (1940-41)	Lanfield	Rita Hayworth, Fred Astaire, Robert Benchley	89	Sept. 25th
4. Two Latins From Manhattan	Barton	Jinx Falkenburg, Don Beddoe, Joan Davis, Joan Woodbury	66	Oct. 2nd
5. Texas	Marshall	William Holden, Glenn Ford, Claire Trevor, Edgar Buchanan, George Bancroft	94	Oct. 9th
6. The Blonde From Singapore	Dmytryk	Florence Rice, Leif Erickson, Gordon Jones	70	Oct. 16th
7. Three Girls About Town	Jayson	Joan Blondell, Janet Blair, Binnie Barnes, John Howard, Robert Benchley	73	Oct. 23rd
8. You Belong To Me	Ruggles	Barbara Stanwyck, Henry Fonda, Ruth Donnelly, Edgar Buchanan	97	Oct. 30th
9. The Stork Pays Off	Landers	Maxie Rosenbloom, Rochelle Hudson, Victor Jory, Danny Mummert	68	Nov. 6th
10. Secrets of The Lone Wolf	Dmytryk	Warren William, Eric Blore, Ruth Ford, Thurston Hall	67	Nov. 13th
11. Ellery Queen and The Murder Ring	Hogan	Ralph Bellamy, Margaret Lindsay, Charles Grapewin, etc.	70	Nov. 18th
12. The Men In Her Life	Ratoff	Loretta Young, Conrad Veidt, Eugenie Leontovitch, Otto Kruger, Dean Jagger	90	Nov. 20th
13. Go West, Young Lady	Strayer	Penny Singleton, Glenn Ford, Ann Miller, Charles Ruggles, Bob Wills and His Texas Playboys	70	Nov. 27th
14. Sing For Your Supper	Barton	Jinx Falkenburg, Buddy Rogers, Bert Gordon (The Mad Russian)	65	Dec. 4th
15. Honolulu Lu	Barton	Lupe Velez, Bruce Bennett, Leo Carillo	72	Dec. 11th
16. Harvard Here I Come	Landers	Maxie Rosenbloom, Arline Judge, Marie Wilson	64	Dec. 18th
17. Bedtime Story	Hall	Loretta Young, Fredric March, Robert Benchley, Allyn Joslyn, Eve Arden	85	Dec. 25th
18. Confessions of Boston Blackie	Dmytryk	Chester Morris, Harriet Hilliard, Joan Woodbury, Richard Lane	65	Jan. 8th
19. Blondie Goes To College	Strayer	Penny Singleton, Arthur Lake, Larry Simms, Janet Blair	74	Jan. 15th
20. Cadets On Parade	Landers	Freddie Bartholomew, James Lydon, Minna Gombell	63	Jan. 22nd
21. A Close Call For Ellery Queen	Hogan	William Gargan, Margaret Lindsay, Charles Grapewin	67	Jan. 29th
22. The Man Who Returned To Life	Landers	John Howard, Ruth Ford, Elizabeth Risdon	61	Feb. 5th
23. The Lady Is Willing	Leisen	Marlene Deitrich, Fred MacMurray, Sterling Halloway	91	Feb. 12th
24. Shut My Big Mouth	Barton	Joe E. Brown, Adele Mara, Victor Jory	71	Feb. 19th
25. The Adventure of Martin Eden	Salkow	Glenn Ford, Claire Trevor, Evelyn Keyes, Stuart Erwin	87	Feb. 26th
26. Tramp, Tramp, Tramp	Barton	Florence Rice, Bruce Bennett, Jackie C. Gleason, Jack Durant	68	Mar. 12th
27. Canal Zone	Landers	Chester Morris, John Hubbard, Harriet Hilliard	79	Mar. 19th
28. Two Yanks In Trinidad	Ratoff	Pat O'Brien, Brian Donlevy, Janet Blair, Roger Clark	83	Mar. 26th
29. Alias Boston Blackie	Landers	Chester Morris, Richard Lane, George E. Stone, Adele Mara	67	Apr. 2nd
30. Blondie's Blessed Event	Strayer	Penny Singleton, Arthur Lake, Larry Simms, Danny Mummert, Jonathan Hale	69	Apr. 9th
31. Hello Annapolis	Barton	Tom Brown, Jean Parker, Robert Stevens, Herbert Rawlinson	62	Apr. 23rd

[fol. 6345–38]

Columbia Pictures Corporation

Schedule as of Sept. 1st

Production	Director	Cast	Running Time in Minutes	Release Date
32. The Wife Takes A Flyer	Wallace	Joan Bennett, Franchot Tone, Allyn Joslyn, Elisabeth Risdon	86	Apr. 30th
33. A Desperate Chance For Ellery Queen	Hogan	William Gargan, Margaret Lindsay, Chas. Grapewin, James Burke, John Litel, Lillian Bond	70	May 7th
34. Not A Ladies' Man	Landers	Paul Kelly, Fay Wray, Douglas Croft	60	May 14th
35. Sweetheart Of The Fleet	Barton	Jinx Falkenburg, Joan Woodbury, Joan Davis, Brenda and Cobina, Robt. Stevens	65	May 21st
36. Meet The Stewarts	Green	William Holden, Frances Dee, Marguerite Chapman, Danny Mummert	74	May 28th
37. Submarine Raider	Landers	John Howard, Marguerite Chapman, William Wright	64	June 4th
38. They All Kissed The Bride	Hall	Melvyn Douglas, Joan Crawford, Billie Burke, Roland Young, Helen Parrish	87	June 11th
39. Parachute Nurse	Barton	Marguerite Chapman, Kay Harris, Roger Clark, William Wright	63	June 18th
40. Atlantic Convoy	Landers	John Beal, Virginia Field, Bruce Bennett	66	July 2nd
41. Flight Lieutenant	Shalkow	Pat O'Brien, Glenn Ford, Evelyn Keyes	80	July 9th
42. Enemy Agents Meet Ellery Queen	Hogan	William Gargan, Margaret Lindsay, Charles Grapewin, James Burke	64	July 30th
43. Blondie For Victory	Strayer	Penny Singleton, Arthur Lake, Larry Simms, etc.	72	Aug. 6th
44. The Talk Of The Town	Stevens	Cary Grant, Jean Arthur, Ronald Colman, Glenda Farrel, Edgar Buchanan	118	Aug. 20th
45. Sabotage Squad	Landers	Bruce Bennett, Kay Harris, Edward Norris	64	Aug. 27th
46. My Sister Eileen	Hall	Rosalind Russell, Brian Aherne, Janet Blair	—	Sept. 30th
		Special Release		
The Invaders (Not included in 1941–42 program)	Powell	Laurence Olivier, Leslie Howard, Raymond Massey, Anton Walbrook, Eric Portman, Glynis Johns	104	Apr. 15th

Columbia Pictures Corporation
Schedule as of Sept. 1st

Production	Director	Cast	Running Time In Minutes	Release Date
		Westerns		
1. King of Dodge City	Hillyer	Bill Elliott, Tex Ritter, Judith Landen, Walter 'Dub' Taylor	63	Aug. 14th
2. Roaring Frontiers	Hillyer	Bill Elliott, Tex Ritter, Ruth Ford	62	Oct. 16th
3. The Royal Mounted Patrol	Hillyer	Charles Starrett, Russell Hayden, Wanda McKay, Lloyd Bridges	59	Nov. 13th
4. Riders of The Badlands	Bertherton	Chas. Starrett, Russell Hayden, Ilene Brewer, Cliff Edwards	57	Dec. 18th
5. The Lone Star Vigilantes	Fox	Bill Elliott, Tex Ritter, Frank 'Cannonball' Mitchell, Virginia Carpenter, Luana Walters	57	Jan. 1st
6. West Of Tombstone	Bretherton	Charles Starrett, Russell Hayden, Cliff Edwards, Marcelle Martin	59	Jan. 15th
7. Bullets For Bandits	Fox	Bill Elliott, Tex Ritter, Frank Mitchell, Edythe Elliott	55	Feb. 12th
8. Lawless Plainsmen	Berke	Charles Starrett, Russell Hayden, Luana Walters, Gwen Kenyon, Cliff Edwards	59	Mar. 12th
9. North Of The Rockies	Hillyer	Bill Elliott, Tex Ritter, Frank Mitchell, Shirley Patterson	60	Apr. 2nd
10. Down Rio Grande Way	Berke	Charles Starrett, Russell Hayden, Rose Ann Stevens	57	Apr. 23rd
11. The Devil's Trail	Hillyer	Bill Elliott, Tex Ritter, Frank Mitchell, Eileen O'Hearn, Ruth Ford	61	May 14th
12. Riders Of The Northland	Berke	Charles Starrett, Russell Hayden, Shirley Patterson, Cliff Edwards	58	June 18th
13. Prairie Gunsmoke	Hillyer	Bill Elliott, Tex Ritter, Frank Mitchell, Virginia Carroll	54	July 16th
14. Bad Men Of The Hills	Berke	Charles Starrett, Russell Hayden, Luana Walters, Cliff Edwards	58	Aug. 13th
15. Vengeance Of The West	Hillyer	Bill Elliott, Tex Ritter, Frank Mitchell, Adele Mara	61	Sept. 3rd
16. Overland To Deadwood	Berke	Charles Starrett, Russell Hayden, Leslie Brooks, Cliff Edwards	58	Sept. 25th

[fol. 6346] EXHIBIT 687

Paramount Pictures, Inc.

Times Square, New York, 18

Bryant 9-8700. Sable Address *Famfilm*

Legal Department. October 2, 1944.

Edward F. McClennen, Esq., Hotel Statler, Buffalo, New York.

Robert Wright, Esq., c/o U. S. District Attorney, Federal Building, Buffalo, New York.

Re: U. S. v. Schine Chain Theatres, Inc., et al.

GENTLEMEN:

In accordance with the understanding made during the course of my testimony in the above matter on September 28, 1944, I send you each herewith a list of the feature motion pictures released by Paramount together with the actual dates on which they were so released for the season 1931-32 up to and including season 1938-39.

You will note that for the seasons 1939-40 and 1940-41 the days of the month are not set forth with respect to the features released. Commencing with the 1939-40 season it was the policy of this Company not to have so-called national release dates and consequently the release schedules made available to our various exchanges and to the trade throughout the country did not carry any specific days of the month.

I trust that the information submitted constitutes full compliance with the request heretofore made on September 28, 1944.

Very truly yours, Richard P. Morgan.

RPM/MB.

Paramount Releases 1931-32 through 1940-41

Group S-3 1931-32

August

1 Tabu.
1 The Smiling Lieutenant.
8 Murder by the Clock.
8 Caught.
15 Huckleberry Finn.
22 An American Tragedy.
29 Silence.

September

5 Secrets of a Secretary.
5 Daughter of the Dragon.
12 Personal Maid.
19 Monkey Business.
26 My Sin.

October

3 The Mad Parade.
10 Twenty Four Hours.
17 The Road to Reno.
24 The Beloved Bachelor.
31 Girls About Town.

November

7 Once A Lady.
14 Touchdown.
14 Rich Man's Folly.
21 His Woman.
28 The Cheat.

December

5 The False Madonna.
12 Working Girls.
19 Husband's Holiday.
26 Ladies of the Big House.
26 Sooky.

January

2 Dr. Jekyll and Mr. Hyde.
9 This Reckless Age.
16 Two Kinds of Women.
30 No One Man.

February

5 Tomorrow and Tomorrow.
12 Shanghai Express.
19 Wayward.
26 Broken Lullaby.

March

4 Strangers In Love.
11 Dancers In the Dark.
18 The Wiser Sex.
25 One Hour With You.
25 The Broken Wing.

April

1 The Miracle Man.
8 This Is the Night.
15 The Misleading Lady.
22 The World and the Flesh.
29 Sky Bride.

April

6 The Strange Case of Clara Deane.
13 Sinners In the Sun.
20 Reserved For Ladies.
27 Forgotten Commandments.

[fol. 6348]

June

3 No Release.
10 Merrily We Go To Hell.
17 Thunder Below.
24 Man From Yesterday.

July

1 Make Me A Star.
8 Million Dollar Legs.
15 Lady and Gent.
22 Madame Racketeer.
29 The Vanishing Frontier.

Available for June and July Booking

Aren't We All.
Lily Christine.

Group S-4 1932-33

August

5 Guilty As Hell.
12 Devil and the Deep.
Special Releases, Horsefeathers. Love Me Tonight.

September

2 70,000 Witnesses.
16 Night of June 13.
30 Heritage of the Desert.
Special Releases, Blonde Venus. Movie Crazy.

October

7 Madison Square Garden.
7 The Phantom President.
14 Night After Night.
28 Hot Saturday.
Special Releases, The Big Broadcast. Trouble in Paradise. A Farewell to Arms.

November

4 He Learned About Women.
11 Evenings For Sale.
25 Wild Horse Mesa.
Special, If I Had A Million.

December

2 Under Cover Man.
9 The Devil Is Driving.
30 Madame Butterfly.
Specials, Island of Lost Souls. No Man of Her Own.

January

6 The Billion Dollar Scandal.
6 A Farewell To Arms.
13 Tonight Is Ours.
20 The Mysterious Rider.
27 She Done Him Wrong.

February

3 Luxury Liner.
10 The Sign of the Cross.
17 The Woman Accused.
17 Hello Everybody.
24 The Crime of the Century.
24 From Hell To Heaven.

[fol. 6349] March

3 A Lady's Profession.
10 King of the Jungle.
17 Strictly Personal.
24 Pick Up.
31 Murders In the Zoo.

April

7 Under the Tonto Rim.
14 Terror Aboard.
21 A Bedtime Story.
28 Song Of the Eagle.

May

5 Supernatural.
12 The Story of Temple Drake.
19 The Eagle and the Hawk.
26 Sunset Pass.
26 The Girl In 419.

June

2 International House.
9 I Love That Man.
16 Jennie Gerhardt.
23 College Humor.
30 Gambling Ship.

July

7 Disgraced.
14 Man of the Forest.
21 Her Bodyguard.
28 Mama Loves Papa.
28 Midnight Club.

Group S-5 1933-34

August

4 Three Cornered Moon.
11 Song of Songs.
18 The Big Executive.
25 This Day and Age.

September

1 One Sunday Afternoon.
8 Torch Singer.
15 To the Last Man.
22 Golden Harvest.
29 Too Much Harmony.

October

6 I'm No Angel.
13 Tillie and Gus.
20 The Way To Love.
27 Take A Chance.
27 Hell and High Water.

November

3 White Woman.
17 Cradle Song.
17 Duck Soup.
24 Sitting Pretty.
24 Thundering Herd.

December

1 Lone Cowboy.
8 Girl Without a Room.
22 Alice In Wonderland.
29 Design For Living.

January

5 Eight Girls In A Boat.
12 Miss Fane's Baby Is Stolen.
12 His Double Life.
19 All Of Me.
26 Four Frightened People.
26 The Last Round Up.

[fol. 6350] February

2 Search For Beauty.
9 Six Of A Kind.
16 Good Dame.
23 Bolero.
23 No More Women.

March

2 No Release.
9 She Made Her Bed.
16 Wharf Angel.
23 Come On Marines.
30 Death Takes A Holiday.

April

6 You're Telling Me.
13 Trumpet Blows.
20 Melody In Spring.
27 We're Not Dressing.
27 The Witching Hour.

May

4 Double Door.
11 Private Scandal.
18 Thirty Day Princess.
25 Murder At the Vanities.

June

1 Little Miss Marker.
8 Many Happy Returns.
15 The Great Flirtation.
22 Here Comes The Groom.
29 Shoot The Works.

July

6 Kiss And Make Up.
13 The Old Fashioned Way.
20 Notorious Sophie Lang.
27 Elmer And Elsie.

Group S-6 1934-35

August

3 Ladies Should Listen.
10 She Loves Me Not.
24 Crime Without Passion.
24 You Belong To Me.
31 Now And Forever.

September

7 The Scarlet Empress.
21 Wagon Wheels.
21 Belle Of the Nineties.
28 Lemon Drop Kid.

October

5 Cleopatra.
12 Ready For Love.
19 Mrs. Wiggs Of The Cabbage Patch.
26 Menace.

November

2 No Release.
9 Limehouse Blues.
16 Pursuit of Happiness.
23 College Rhythm.
30 It's A Gift.

December

7 Behold My Wife.
14 One Hour Late.
21 Home On The Range.
21 Father Brown, Detective.
28 Here Is My Heart.

[fol. 6351] January

4 Enter Madame.
11 The President Vanishes.
18 The Lives Of A Bengal Lancer.
25 The Gilded Lily.

February

1 Wings In The Dark.
8 Rocky Mountain Mystery.
15 Rumba.
22 All The King's Horses.

March

1 Car 99.
8 Ruggles of Red Gap.
15 Love In Bloom.
22 Mississippi.
29 McFadden's Flats.

August.

5 No Release.
12 Hold 'Em Yale.
19 Private Worlds.
19 Four Hours To Kill.
26 Stolen Harmony.

May

3 The Devil Is A Woman.
10 Once In a Blue Moon.
17 Goin' To Town.
24 People Will Talk.
31 The Glass Key.

June

7 Scoundrel.
14 The Virginian (Reissue).
21 College Scandal.
28 Men Without Names.

July

5 Paris In Spring.
5 Dr. Jekyll and Mr. Hyde (Reissue).
12 This Woman Is Mine.
19 Shanghai.
19 Accent On Youth.
26 Smart Girl.
26 Man On The Flying Trapeze.

Group S-7 1935-36

August

2 Every Night At Eight.
9 This Woman Is Mine (S-6 7/19/35).
16 Without Regret.
23 Accent On Youth (S-6 7/19/35).
23 Hopalong Cassidy (D.V.W.).
30 Here Comes Cookie.

September

6 Annapolis Farewell.
13 Two For Tonight.
20 The Big Broadcast of 1936.
20 Wanderer Of the Wasteland.
27 The Virginia Judge.

October

4 Two Fisted.
4 Little America.
11 The Last Outpost.
18 Hands Across The Table.
25 The Eagle's Brood (2nd D.V.W.).
25 The Crusades.
Special, Wings Over Ethiopia.

[fol. 6352] November

1 Ship Cafe.
8 Peter Ibbetson.
15 Mary Burns Fugitive.
22 So Red The Rose.
29 Nevada.
29 Coronado.

December

6 No Release.
13 Bar 20 Rides Again (3rd D.V.W.).
13 Millions In The Air.
20 Scrooge.
20 It's A Great Life.
27 Collegiate.

January

3 The Bride Comes Home.
10 Rose Of The Rancho.
17 Her Master's Voice.
17 Soak The Rich.
24 Anything Goes.
31 Timothy's Quest.

February

7 The Milky Way.
14 Drift Fence.
14 Woman Trap.
21 Klondike Annie.
28 Desire.
28 The Preview Murder Mystery.

March

6 Call of the Prairie (4th H.C.).
6 Give Us This Night.
13 Trail Of The Lonesome Pine.

March—Continued

13 F Man.
20 Too Many Parents.
27 Desert Gold.
27 13 Hours By Air.

April

3 Big Brown Eyes.
10 The Moon's Our Home.
17 Sky Parade.
17 Till We Meet Again.
24 Three On The Trail (5th H.C.).

May

1 No Release.
8 Florida Special.
8 Case Against Mrs. Ames.
15 Forgotten Faces.
15 Fatal Lady.
22 Princess Comes Across.
29 Border Flight.

June

5 Palm Springs.
5 Early To Bed.
12 Girl Of The Ozarks.
19 Poppy.
19 And Sudden Death.
26 The Arizona Raiders (Zane Grey Western).

July

3 Return of Sophie Lang.
10 Spendthrift.
17 Three Cheers For Love.
24 Yours For The Asking.
24 Heart of the West (6th H.C.).
31 Rhythm On The Range.
31 A Son Comes Home.

[fol. 6353] Group S-8 1936-37

August

7 My American Wife.
14 I'd Give My Life.
21 Hollywood Boulevard.
28 Texas Rangers.
28 Straight From The Shoulder.

September

4 Lady Be Careful.
4 The General Died At Dawn.
11 Three Married Men.
18 Wives Never Know.
25 Murder With Pictures.

October

2 Valiant Is the Word For Carrie.
9 Big Broadcast Of 1937.
16 Wedding Present.
23 Hopalong Cassidy Returns (1st H.C.).
23 Accusing Finger.
30 Rose Bowl.

November

6 Along Came Love.
6 Easy To Take.
13 Go West Young Man.
20 Hideaway Girl.
27 Jungle Princess.

December

4 Arizona Mahoney.
11 Trail Dust (2nd H.C.).
18 Let's Make a Million.
25 College Holiday.
Special, Scrooge.

January

1 The Plainsman.
8 Mind Your Own Business.
15 Bulldog Drummond Escapes.
22 Doctor's Diary.
29 Champagne Waltz.

February

5 Outcast.
12 Clarence.
19 Maid of Salem.
26 Borderland (3rd H.C.).
26 John Meade's Woman.

March

5 Murder Goes To College.
12 Swing High Swing Low.
12 The Crime Nobody Saw.

19 Her Husband Lies.
26 Waikiki Wedding.

April

2 No Release.
9 Girl From Scotland Yard.
16 Internes Can't Take Money.
16 Hills of Old Wyoming (4th H.C.).
23 King of Gamblers.
30 Make Way For Tomorrow.

May

7 No Release.
14 Turn Off The Moon.
21 Night Of Mystery.
28 I Met Him In Paris.

June

4 Hotel Haywire.
11 The Last Train From Madrid.
18 Mountain Music.
25 The Great Gambini.
25 North Of the Rio Grande (5th H. C.).

[fol. 6354]

July

2 Midnight Madonna.
2 Forlorn River (Zane Grey Western).
9 Wild Money.
16 Easy Living.
23 Rustlers' Valley (6th H.C.).
30 Exclusive.
Horsefeathers (Reissue).
Now And Forever (Reissue).

Group S-9 1937-38

August

6 Blonde Trouble.
13 Artists and Models.
20 She's No Lady.
27 On Such A Night.

September

3 Souls At Sea.
3 Hopalong Rides Again (1st H.C.).
10 Sophie Lang Goes West.
17 Double Or Nothing.

August—Continued

17 She Asked For It.
24 Bulldog Drummond Comes Back.

October

1 High Wide and Handsome.
8 Partners In Crime.
15 This Way Please.
22 Thunder Trail (Zane Grey).
29 Angel.

November

5 Hold 'Em Navy.
12 The Barrier.
13 Night Club Scandal.
19 Blossoms On Broadway.
26 Ebb-Tide.
26 Texas Trail (2nd H.C.).

December

3 Love On Toast.
10 Born To The West (Zane Grey).
10 The Lives Of A Bengal Lancer (Reissue).
17 Daughter of Shanghai.
24 True Confession.
31 Wells Fargo.

January

7 Bulldog Drummond's Revenge.
14 Every Day's A Holiday.
21 Thrill Of A Lifetime.
28 Partners Of The Plains (3rd H.C.).

February

4 The Buccaneer.
11 Scandal Street.
18 Big Broadcast Of 1938.
25 Cassidy Of Bar 20 (4th H.C.).

March

4 Romance In The Dark.
11 Dangerous To Know.
18 Bulldog Drummond's Peril.
25 Bluebeard's Eighth Wife.

April

1 Tip-Off Girls.
8 No Release.
15 Her Jungle Love.
22 Heart of Arizona (5th H.C.).
29 College Swing.

[fol. 6355]

May

6 Doctor Rhythm.
13 Stolen Heaven.
20 Cocoanut Grove.
27 Hunted Men.

June

3 No Release.
10 You And Me.
17 Prison Farm.
24 Bar 20 Justice (6th H.C.).

July

1 No Release.
8 Pride Of The West (1st H.C.—S-10).
15 No Release.
22 Tropic Holiday.
22 Booloo.
29 Professor Beware.

August

5 Bulldog Drummond In Africa.
12 The Texans.
19 Give Me A Sailor.
26 Spawn Of The North.

Group S-10 1938-39

September

2 Sing You Sinners.
9 In Old Mexico (2nd H.C.)
16 Campus Confessions.
23 Sons of the Legion.
30 King of Alcatraz.

October

7 Touchdown, Army.
14 Arkansas Traveler.
21 Mysterious Rider (Zane Grey).

28 No Release.
Special—Men With Wings.

November

4 Illegal Traffic.
11 If I Were King.
18 Thanks for the Memory.
25 Arrest Bulldog Drummond.
25 Say It in French.

December

2 Little Orphan Annie.
9 Ride a Crooked Mile.
16 The Frontiersmen (3rd H.C.)
23 Tom Sawyer Detective.
30 Artists and Models Abroad.

January

6 Disbarred.
13 Zaza.
20 Ambush.
27 Paris Honeymoon.

February

3 St. Louis Blues.
10 Persons in Hiding.
17 Boy Trouble.
24 One Third of a Nation.
24 Sunset Trail (4th H.C.)

March

3 Cafe Society.
10 The Beachcomber.
17 King of Chinatown.
24 Midnight.
31 Sudden Money.
31 Silver on the Sage (5th H.C.).

[fol. 6356] April

7 I'm from Missouri.
14 Bulldog Drummond's Secret Police.
14 Never Say Die.
21 Back Door to Heaven.
28 The Lady's from Kentucky.

May

5 Union Pacific.
12 Hotel Imperial.
19 Some Like It Hot.
26 Unmarried.
26 Stolen Life.

June

2 Gracie Allen Murder Case.
9 Undercover Doctor.
16 Invitation to Happiness.
23 Grand Jury Secrets.
23 Heritage of the Desert (Zane Grey).
30 Bulldog Drummond's Bride.

July

7 Man About Town.
14 Million Dollar Legs.
21 The Magnificent Fraud.
28 Island of Lost Men.

August

4 Night Work.
11 Our Leading Citizen.
18 Renegade Trail (6th H.C.).
18 This Man Is News.
25 The Starmaker.

Group S-11 1939-40

September

Death of a Champion.
Range War.
Beau Geste.
$1000 a Touchdown.
Honeymoon in Bali.

October.

What a Life.
Jamaica Inn.
Television Spy.
Disputed Passage.

November

Law of the Pampas (2nd H.C.—Special).
The Cat and the Canary.
Rulers of the Sea.
Our Neighbors—The Carters.

December

The Night of Nights.
The Llano Kid.
All Women Have Secrets.
Gulliver's Travels.
The Great Victor Herbert.

January

Emergency Squad.
Geronimo.
Remember the Night.
Santa Fe Marshal (3rd H.C.).

February

Parole Fixer.
The Light That Failed.
Sidewalks of London.
Knights of the Range (Zane Grey).

[fol. 6357]

March

Seventeen.
The Showdown (4th H.C.).
Women Without Names.
Road to Singapore.
The Farmer's Daughter.

April

Adventure in Diamonds.
Dr. Cyclops.
The Light of Western Stars (Zane Grey).
French Without Tears.

May

Buck Benny Rides Again.
Opened by Mistake.

May—Continued

Typhoon.
The Biscuit Eater.
Those Were the Days.

June

Hidden Gold (5th H.C.).
Safari.
The Ghost Breakers.
Queen of the Mob.

July

The Way of All Flesh.
Stage Coach War (6th H.C.—Special).
Untamed.

August

Golden Gloves.
Mystery Sea Raider.
Comin' Round the Mountain.
The Great McGinty.

Group S-12 1940-41

September

Rhythm on the River.
I Want a Divorce.
Rangers of Fortune.

October

The Quarterback.
Cherokee Strip.
Moon Over Burma.
Christmas in July.

November

Dancing on a Dime.
Arise My Love.
World in Flames.
Three Men from Texas (1st H.C.).

December

A Night at Earl Carroll's.
Texas Rangers Ride Again.

Love Thy Neighbor.
Northwest Mounted Police (S-11).

January

Second Chorus.
Doomed Caravan (2nd H.C.).
Victory.
Aldrich Family in Life with Henry.

February

You're the One.
The Mad Doctor.
Virginia.
The Monster and the Girl.

March

In Old Colorado (3rd H.C.).
The Lady Eve.
Las Vegas Nights.

[fol. 6358] April

The Roundup.
Road to Zanzibar.
Border Vigilantes (4th H.C.).
Power Dive.

May.

Reaching for the Sun.
There's Magic in Music.
Pirates on Horseback (5th H.C.).
I Wanted Wings.

June

One Night in Lisbon.
West Point Widow.
The Parson of Panamint (Aug. Release).

July

Caught in the Draft.
Forced Landing.
The Shepherd of the Hills.

August

Kiss the Boys Goodbye.
Wide Open Town (6th H.C.).
World Premiere:
Flying Blind.
Aloma of the South Seas.

[fol. 6359] EXHIBIT 688

Agreement made at Lockport, New York, this 17th day of June, 1935, by and between Jessamine E. Shannon, LeGrand O. Robson and James A. White, as Executors of the Estate of Charles E. Dickinson, deceased, late of the City of Lockport, Niagara County, New York, having their offices at Room 45, Fourth Floor, Savings Bank Building, Lockport, New York, hereinafter described as the "Sellers" and G. C. Theatre Corp. a New York corporation having its principal office at Gloversville, New York, hereinafter described as the "Purchaser",

Witnesseth:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby mutually covenant and agree as follows:

1. The Sellers covenant and agree to sell (as soon as possible and in any event by December 31st, 1935) and the purchaser covenants and agrees to purchase: (a) the premises and property described in Exhibit A annexed hereto and made part hereof, for the sum of $159,000.00, which sum the said Purchaser hereby agrees to pay the Sellers as follows: the sum of $90,000.00 by the assumption and agreement to pay, or the execution, acknowledgment and delivery by the Purchaser to the Sellers or to such person, firm or corporation as the Seller may designate (in which event the mortgage recording tax, recording fee and the revenue stamps on the bond shall be paid by the Sellers) of a bond and first mortgage in the said sum upon the said premises and property, or a portion thereof, the interest whereon, at a rate not to exceed 5½% per annum, shall be payable not more frequently than semi-annually, and the principal whereof shall be payable not sooner than in ten (10) semi-annual

instalments (the first of which shall not become due prior to six (6) months after the date hereof) of $2500.00 each and a final instalment (which shall not become due prior to five (5) years after the date hereof) of $65,000.00, and the sum of $69,000.00 in cash at the time and place of closing [fol. 6360] as hereinafter provided, and (b) the premises and property described in "Exhibit B" annexed hereto and made part hereof, for the sum of $1000.00, which sum the said Purchaser agrees to pay the Sellers at the time and place of closing as hereinafter provided.

Interest items, insurance premiums and water rates shall be pro-rated and adjusted between the parties hereto as of the date of the delivery of the deeds or of the possession of the said premises and property, whichever shall be earlier. All taxes which may be a lien on the said premises and property shall be paid by the Sellers except the City and County taxes for the current fiscal year which shall be pro-rated and adjusted between the parties hereto as of the date of the delivery of the deeds or of the possession of the said premises and property, whichever shall be earlier. All assessments for local improvements now a lien, or which may become a lien prior to the date of the delivery of the deeds or of the possession of the said premises and property, whichever shall be earlier, shall be paid by the Sellers.

The Sellers shall furnish to the Purchaser, at least 15 days before the date of closing, fully guaranteed tax and title searches made by an incorporated title or abstract company and surveys of the said premises and properties, made by a licensed surveyor, showing the lands which are to be conveyed hereunder and all buildings and improvements thereon, and shall tender the Purchaser good, marketable and insurable titles to said premises and property. Upon the payment of the agreed purchase price at the time and in the manner above mentioned, the Sellers shall execute and deliver, or cause to be executed and delivered, to the said Purchaser, or to its assigns, good and sufficient warranty deeds and bills of sale of the said premises and property. The Purchaser shall have possession of each of said premises and property from and after the delivery of said deeds free and clear from all liens and encumbrances not [fol. 6361] otherwise provided for herein and the Sellers shall take such steps as may be necessary to put the Purchaser in possession. The Sellers further covenant and

agree to deliver possession of the premises and property so described in "Exhibit A" to the Purchaser as soon as they acquire the right to such possession.

This contract shall be closed, the payments made and the deeds and bill of sale delivered at the office of the Niagara County Clerk, Lockport, New York, on such date prior to the 1st day of January, 1936, as may be specified in a notice by the Sellers to the Purchaser of the readiness of the Sellers to close, which notice shall be sent by registered mail addressed to the Purchaser at its address as hereinabove stated at least 15 days prior to the date indicated in such notice, or, if no such notice shall be given, on December 31st, 1935, at 12 o'clock noon. The risk of loss or damage to said premises and property until the delivery of the deeds and bill of sale therefor is assumed by the Sellers.

2. This agreement shall not be valid for any purpose unless within ten days after the date hereof the Purchaser shall deposit in escrow at the Lockport Exchange Trust Company a certificate of deposit or certified check for $10,000.00, endorsed in blank, to guarantee the performance by the Purchaser of its obligations thereunder, which check or certificate of deposit shall be delivered by the Trust Company to:

(a) The Sellers, when and if the Purchaser shall so request, in writing, to be accepted by the Sellers in part payment of the purchase price of the said premises and property to the extent of the face amount thereof and the interest accrued thereon; or

(b) The Sellers, as liquidated damages and not as a penalty, upon proof to the said Trust Company that the [fol. 6362] Purchaser has failed to fulfill its obligations hereunder but not until ten days after written notice to the Purchaser by the Trust Company of its intention to deliver the same to the Sellers; or

(c) The Purchaser, on the 2nd day of January, 1936, in the event that the Sellers, prior thereto, shall not have furnished proof that their obligations hereunder have been fulfilled.

3. In the event that the Sellers shall fail to fulfill their obligations hereunder on or before December 31st, 1935, the Purchaser may, at its option, elect to rescind this agree-

ment. Anything to the contrary hereinabove contained, the Sellers shall not be liable for damages for failure to fulfill their obligations hereunder in the event that the first mortgage held by Massachusetts Mutual Life Ins. Co. upon the premises described in "Exhibit A" shall be foreclosed and the said premises shall be sold in such foreclosure action to a person, firm or corporation, other than the Sellers, or one of the Sellers of the Estate of Charles E. Dickinson, deceased, and over whom or which neither the Sellers nor any of the Sellers, nor any of the Estate of Charles E. Dickinson, deceased, have any control, and in which neither the Sellers, nor any of the Sellers, nor any of the Estate of Charles E. Dickinson, deceased, have any interest, for a purchase price of more than $160,000.00.

4. The Sellers severally represent and warrant that they have the authority and right to enter into this agreement and to make the covenants and agreements herein contained.

5. This agreement and the covenants and agreements herein contained shall be binding on and inure to the benefit of the successors and assigns of the respective parties hereto.

In Witness Whereof, the Sellers have hereunto set their [fol. 6363] hands and seals and the Purchaser has caused this agreement to be executed in its name by its duly authorized officer on the day first above written.

——— ———.(L. S.), ——— ——— (L. S.), ——— ——— (L. S.), as Executors of the Estate of Charles E. Dickinson, deceased; G. C. Theatre Corp., by ——— ———, Vice Pres.

[fol. 6364] State of New York,
County of —,
City of —, ss:

On this — day of June, 1935, before me, the subscriber, personally appeared Jessamine E. Shannon to me known and known to me to be the person mentioned and described in the foregoing agreement, and she duly acknowledged to me that she executed the same as one of the Executors of the Estate of Charles E. Dickinson, deceased.

——— ———, Notary Public.

STATE OF NEW YORK,
County of —,
City of —, ss:

On this — day of June, 1935, before me, the subscriber, personally appeared LeGrand O. Robson to me known and known to me to be the person mentioned and described in the foregoing agreement, and he duly acknowledged to me that he executed the same as one of the Executors of the Estate of Charles E. Dickinson, deceased.

——, Notary Public.

STATE OF NEW YORK,
County of —,
City of —, ss:

On this — day of June, 1935, before me, the subscriber, personally appeared James A. White to me known and known to me to be the person mentioned and described in the foregoing agreement, and he duly acknowledged to me that he executed the same as one of the Executors of the Estate of Charles E. Dickinson, deceased.

——, Notary Public.

[fol. 6365] STATE OF NEW YORK,
County of —,
City of —, ss:

On this — day of June, 1935, before me personally came John A. May, to me personally known who, being by me duly sworn did depose and say that he resides in —— that he is the Vice President of the G. C. Theatre Corp., the corporation described in and which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

——.

[fol. 6366] EXHIBIT "A"

All that tract or parcel of land, situate in the City of Lockport, County of Niagara and State of New York, described as "that part of lot 42, on East Avenue, which lies in Lot 12, Section 14, Township 14, Range 6, and together with that

part of lot 42 which lies in lot 10, Section 14, Township 14, and Range 6, designated as A and B, being a piece or parcel of land on Elm Street, in the City of Lockport, County of Niagara and State of New York, 66 feet in depth, and extending from Main Street to an alley. Also all that tract or parcel of land situate in the City of Lockport, County of Niagara and State of New York, and which on a map or survey of the Village of Lockport, made by Jesse P. Haines, surveyor, and published in the year 1845, is known and distinguished as the west part of village lot number 44, on the south side of East Main Street, bounded and described as follows:

Beginning at the northwest corner of said lot and running thence southerly along the west line of said lot two chains, fifty six and one half links to an alley; thence easterly along the north line of said alley, forty-one feet; thence northerly on a line parallel with said west line to Main Street; thence westerly along the south bounds of said Main Street, forty-one feet to the place of beginning, being and intended to be the same premises conveyed by one Joseph Christy and wife to Henry M. Belding by deed dated June 28, 1876, and which deed is recorded in the office of the Clerk of the County of Niagara, in Liber 139 of Deeds, at page 530.

All chairs, seats, carpets, stage equipment and booth equipment (other than sound equipment) now installed in the theatre building erected upon the above described premises.

All personal property now owned by Lock City Theatres, Inc. appurtenant to or used in the operation of a theatre in the theatre building erected upon the above described premises.

[fols. 6367-6368] EXHIBIT "B"

All that tract or parcel of land situate in the City of Lockport, County of Niagara and State of New York, being part of Lot No. 12, Section 14, Range 6 of the Holland Land Company's Survey, and being part of subdivision lot No. 20 on the southerly side of Walnut Street, commencing at a point on the southerly line of Walnut Street one hundred twenty eight feet east of the northwest corner of lot No. 18 and running thence ten inches easterly along the southerly

line of Walnut Street; thence southeasterly at right angles to the southerly line of Walnut Street 121 feet 1½ inches more or less; thence southwesterly parallel to the southerly line of Walnut Street ten inches; thence northwesterly at right angles to the southerly line of Walnut Street 121 feet 1½ inches more or less to the point of beginning, said parcel being immediately adjacent to lands on the west formerly owned by Charles E. Dickinson and now owned by the Palace Lockport Corporation, and constituting all property in said Lot No. 20 now owned by the executors and trustees of said Charles E. Dickinson.

[fol. 6369] EXHIBIT No. 690

Lock City Theatres, Inc.

Auctions—Legals

Legal Notices

Notice of Public Sale

Notice is hereby given that a public sale of all or any part of the herein described assets of the Estate of Charles E. Dickinson, late of the City of Lockport, New York, deceased, will be held at the office of the Executors of the Estate at 45 Savings Bank Building, Lockport, New York, on the 20th day of April, 1936, at eleven o'clock A. M.; said sale to be held upon the following terms and conditions, viz.,—

1. Said sale will be held pursuant to the order of the Surrogate of the County of Niagara, granted on the 7th day of April, 1936.

2. Said sale will be made at public auction to the highest bidder for cash.

3. The sale of all or any part of said assets will be made, subject to the lease made by Lock City Theatres, Inc. to Reliance Theatres, Inc.

4. The payment or release of the Estate obligation for operating losses incurred in the operation of the Palace Theatre will be considered a factor and integral part of any

sum offered at such sale for said assets in determining the bid, the acceptance of which is most advantageous to the Estate.

5. Said Executors reserve the right to bid at such sale for the protection of the Estate and to insure a fair price for the assets offered for sale.

6. A deposit of ten percentum of the sale price will be required to be made by the successful bidder or bidders, if any, at the time of the sale and full payment of the purchase price will be required to be made within five days thereafter upon presentation at the office of the Executors, 45 Savings Bank Building, Lockport, New York, of proper instruments of title, executed by the Executors, transferring title to the hereinafter described property, to such successful bidder or bidders.

The property herein offered for sale, as aforesaid, is briefly described as follows:

1. Mortgage dated July 1, 1925, made by Lock City Theatres, Inc. to Charles E. Dickinson, to secure payment of the principal sum of $25,000.00, and interest, and recorded in Niagara County Clerk's Office in Liber 461 of Mortgages at page 304, together with the bond thereby secured, of even date therewith.

2. Mortgage dated May 25, 1925, made by Lock City Theatres, Inc. to Charles E. Dickinson, to secure payment of the principal sum of $25,000.00, and interest, and recorded in Niagara County Clerk's Office in Liber 461 of Mortgages, at page 314, together with the bond thereby secured of even date therewith.

3. Mortgage dated December 23, 1924, executed by Lock City Theatres, Inc., to A. Edmund Lee, to secure payment of the sum of $30,000.00 principal and interest, and recorded in Niagara County Clerk's Office in Liber 453 of Mortgages, at page 58, together with the bond thereby secured, of even date therewith, and thereafter assigned by A. Edmund Lee to Charles E. Dickinson, by assignment dated November 5, 1929, recorded in said County Clerk's Office in Liber 30 of Assignments of Mortgages, at page 339.

4. Mortgage dated June 1, 1924, by Lock City Theatres, Inc. to Harold P. Dygert to secure payment of the sum of

$21,000.00 recorded in said County Clerk's Office in Liber 435 of Mortgages at page 582, together with the bond secured thereby and thereafter assigned to Charles E. Dickinson by Harold P. Dygert, by assignment dated December 3, 1925, recorded in said Clerk's Office in Liber 30 of Assignments of Mortgages, at page 310. That there remains unpaid $13,000.00 of principal upon this mortgage.

5. A note or account owing by Lock City Theatres, Inc., to Charles E. Dickinson, for $25,000.00.

6. 14,270 shares of common stock of Lock City Theatres, Inc., par value $10.00—unlisted.

7. 720 shares of 8% preferred stock of Lock City Theatres, Inc., par value $100.00—unlisted.

8. 33 1-3 shares of common stock of Reliance Theatres, Inc., no par value—unlisted, sale to be subject to agreement of December 22nd, 1932.

Jessamine E. Dickinson Shannon, LeGrand O. Robson, James A. White, Executors.

Dated: April 7th, 1936.

Fogle, Bedenkapp & Andrews, Attorneys for Executors, 40-44 Savings Bank Bldg., Lockport, New York.

8, 14c

[fol. 6370] Receipt is hereby acknowledged from John R. Osborne of One Ten Thousand Dollar ($10,000) 2¾% U. S. Government Coupon Bond No. 14192 B with all coupons attached as payment of a part of the purchase price of the assets offered for sale at public auction on April 20, 1936, as per Notice of Sale herein dated April 7th, 1936.

Fogel, Bedenkapp & Andrews, by Glen R. Bedenkapp.

[fol. 6371] EXHIBIT 691

Memorandum of agreement, made and entered into this 20th day of April, 1936, by and between Jessamine E. Dickinson Shannon, LeGrand O. Robson and James A. White, as Executors of the Estate of Charles E. Dickinson, Deceased, parties of the first part, and Nikitas Dipson, Peter Grafiades

and Reliance Theatres, Inc., a domestic corporation, parties of the second part:

Whereas, Charles E. Dickinson, Deceased, and Nikitas Dipson entered into a certain agreement dated December 22, 1932, concerning the formation of Reliance Theatres, Inc.; the respective rights, duties and obligations of said Dickinson and said Dipson to each other and to said Reliance Theatres, Inc.; also concerning its stock, assets, management, control and the assignability of their respective interests therein; and

Whereas, it was provided, in said agreement dated December 22, 1932, that said Dickinson and said Dipson should each have fifty shares of stock of Reliance Theatres, Inc., and that neither could transfer any or all of his stock without consent of the other; and

Whereas, said Dickinson entered into a certain agreement March 14, 1933 with Peter Grafiades of the City of Batavia, New York, whereby said Dickinson agreed that Dipson could transfer his stock in Reliance Theatres, Inc. to Grafiades, and further agreed to accept Grafiades' assumption of Dipson's rights and duties under the agreement of December 22, 1932, wherein Grafiades agreed to accept and assume Dipson's obligations thereunder; and

Whereas, on the 13th day of April, 1933, the said Dickinson and Grafiades entered into a certain agreement whereby it was provided that Dickinson would transfer and [fol. 6372] consent to transfer to Grafiades sixteen and one third (16⅓) shares of Reliance Theatres, Inc. then held by Dickinson, with the provision that said Dickinson should be voting trustee of said stock for a certain number of years, and with the further provision that thereafter Grafiades would assume the obligation connected with said stock and that Dickinson would be released therefrom; and

Whereas, the parties of the first part now desire to transfer and assign all their rights, property, interest, etcetera, in the aforesaid agreements, and in the capital stock of Reliance Theatres, Inc., to which parties of the first part are entitled, said transfer and assignment to be made to John R. Osborne of the City of Batavia, New York;

Now, Therefore, in consideration of the payment of the sum of One Dollar ($1.00), by each of the parties hereto to the other in hand paid, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants hereinafter set forth,

It is agreed as follows:—

1. That the parties of the first part may sell, assign and transfer any and all shares of stock and voting rights therein to John R. Osborne of the City of Batavia, New York.

2. Parties of the second part, individually and collectively, hereby remise, release and forever discharge the parties of the first part and their successors and all parties interested in the Estate of Charles E. Dickinson, Deceased, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, etcetera, now already due or that may hereafter become due, in any way to the parties of the second part under the terms [fol. 6373] and conditions of certain contracts entered into between Charles E. Dickinson, Deceased, and Nikitas Dipson December 22, 1932, and by and between Charles E. Dickinson, Deceased, and Peter Grafiades March 14, 1933 and April 13, 1933, particularly and specifically releasing and discharging the parties of the first part from the payment of any sum of money at the present time, or at any time in the future, under Paragraph 7 of the agreement of December 22, 1932, for current repairs, replacements and actual operating losses, or for any other purpose.

3. The agreements above referred to, entered into by Charles E. Dickinson, Deceased, December 22, 1932 with Nikitas Dipson, and on March 14, 1933 and April 13, 1933 with Peter Grafiades, are hereby abrogated, rescinded and cancelled by all the parties to said agreements, and it is understood and agreed that henceforth all rights of any of the parties to any of said agreements shall be in every respect terminated, annulled and extinguished.

4. Parties of the first part specifically forego, waive and extinguish any and all right to hold sixteen and one-third (16⅓) shares of common stock of Reliance Theatres, Inc. as voting trustees for Peter Grafiades under the terms and conditions of the agreement of April 13, 1933.

5. From the time of the execution of this agreement forward, parties of the first part will have no interest, voice or concern whatsoever with the corporate affairs of Reliance Theatres, Inc., or with any action taken by any of the parties of the second part in connection therewith.

6. Parties of the first part remise, release and forever discharge the parties of the second part from all claims,

debts, dues, accounts, notes, etcetera for any sums of money [fol. 6374] that may have been advanced by Charles E. Dickinson, Deceased, to Reliance Theatres, Inc. prior to his death, pursuant to the terms of the agreements recited above.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

In presence of Jessamine E. Dickinson Shannon (L.S.), James A. White (L.S.), LeGrand O. Robson (L.S.), as Executors of the Estate of Charles E. Dickinson, Deceased, Parties of the first part. Peter Grafiades (L.S.), Nikitas Dipson (L.S.), Reliance Theatres, Inc., by Peter Grafiades, parties of the second part.

STATE OF NEW YORK,
County of Niagara,
City of Lockport, ss:

On this 7th day of May, 1936, before me, the subscriber, personally appeared Jessamine E. Dickinson Shannon, LeGrand O. Robson and James A. White, to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally duly acknowledged to me that they executed the same.

Glenn R. Bedenkapp, Notary Public.

[fol. 6375] STATE OF NEW YORK,
County of Niagara,
City of Lockport, ss:

On this 7th day of May, 1936, before me, the subscriber, personally appeared Nikitas Dipson and Peter Grafiades, to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally duly acknowledged to me that they executed the same.

Warren F. Thompson, Notary Public.

STATE OF NEW YORK,
County of Niagara,
City of Lockport, ss:

On this 7th day of May, 1936, before me personally came Peter Grafiades, to me personally known, who, being by me duly sworn did depose and say that he resides in the City of Lockport; that he is the President of Reliance Theatres,

Inc., the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Warren F. Thompson, Notary Public.

[fol. 6376] Endorsed: Memorandum of Agreement between Jessamine E. Dickinson, Shannon, LeGrand O. Robson and James A. White, as Executors of the Estate of Charles E. Dickinson, Deceased, Parties of the first part, and Nikitas Dipson, Peter Grafiades and Reliance Theatres, Inc., Parties of the second part. Dated: April 20, 1936.

[fol. 6377] May 20, 1936.

To: Executors of the Estate of Charles E. Dickinson, Deceased, Lockport, New York.

We hereby agree, within the next ten days, to supply you with an audit of the books of the Reliance Theatres, Inc., covering the period from December 31st, 1934, to December 31st, 1935, and also to supply financial data covering the period from January 1st, 1936 to April 20th, 1936, in order that you may have complete records for your files in respect thereto.

We also agree to make available to you the books of the Lock City Theatres, Inc., so that you may be able to obtain an audit of said books from December 31st, 1933 to April 20th, 1936, and to obtain reports of receipts and disbursements from December 7th, 1933 to December 1st, 1934, and from January 31st, 1936, to April 20th, 1936. You are to obtain this data from the books within the next two weeks.

This data is supplied purely for the files of the Executors and for their own personal use and in any Surrogate's proceeding, but is not in any event to be disclosed in any actions arising between Lock City Theatres, Inc. or Reliance Theatres, Inc. and any third party.

Nikitas Dipson.

[fol. 6378] EXHIBIT 717

UNITED ARTISTS CORPORATION

Pictures Released During Seasons 1919-1941

[fol. 6379] United Artists Corporation

Pictures Released During Season of 1919-20

Release Date	Picture
Sept. 1, 1919	His Majesty the American.
Oct. 20, 1919	Broken Blossoms.
Dec. 28, 1919	When the Clouds Roll By.
Jan. 18, 1920	Pollyanna.
Apr. 25, 1920	Down on the Farm.
May 30, 1920	Romance.
June 13, 1920	Mollycoddle.
June 27, 1920	Suds.

[fol. 6380] United Artists Corporation

Pictures Released During Season of 1920-21

Release Date	Picture
Sept. 5, 1920	The L[illegible]e Flower
Dec. 5, 1920	The Mark of Zorro.
Jan. 9, 1921	Love Light.
Mar. 6, 1921	The Nut.
May 15, 1921	Through the Back Door.
May 16, 1921	Dream Street.

[fol. 6381] United Artists Corporation

Pictures Released During Season of 1921-22

Release Date	Picture
Aug. 7, 1921	Carnival.
Aug. 21, 1921	Way Down East.
Aug. 28, 1921	Disraeli.
Oct. 2, 1921	Three Musketeers.
Oct. 9, 1921	I Accuse.
Oct. 30, 1921	The Iron Trail.
Nov. 13, 1921	Little Lord Fauntleroy.
Feb. 12, 1922	A Doll's House.

Release Date — Picture

Feb. 19, 1922—Ruling Passion.
Mar. 19, 1922—Fair Lady.
Apr. 30, 1922—Orphans of the Storm.

[fol. 6382] United Artists Corporation

Pictures Released During Season of 1922-23

Release Date — Picture

Aug. 27, 1922—The Glorious Adventure.
Aug. 27, 1922—The Three Must Get Theirs.
Sept. 24, 1922—Woman's Woman.
Oct. 1, 1922—The Man Who Played God.
Oct. 15, 1922—Tailor Made Man.
Nov. 12, 1922—Tess of the Storm Country.
Dec. 24, 1922—One Exciting Night.
Jan. 1, 1923—Garrison's Finish.
Jan. 28, 1923—Robin Hood.
Feb. 15, 1923—Birth of a Nation.
Feb. 15, 1923—Salome.
Feb. 15, 1923—Girl I Loved.
Feb. 18, 1923—Suzanna.
Mar. 4, 1923—Shiek of Araby.
June 2, 1923—Paddy the Next Best Thing.

[fol. 6383] United Artists Corporation

Pictures Released During Season of 1923-24

Release Date — Picture

Aug. 19, 1923—The White Rose.
Oct. 21, 1923—Richard the Lion Hearted.
Oct. 28, 1923—Rosita.
Nov. 4, 1923—Woman of Paris.
Feb. 15, 1924—Loving Lies.
Feb. 15, 1924—No More Women.
Feb. 15, 1924—A Woman's Secret.
Mar. 15, 1924—The Hill Billy.

[fol. 6384] United Artists Corporation

Pictures Released During the Season of 1924-25

Release Date	Picture
Aug. 3, 1924	Dorothy Vernon.
Aug. 17, 1924	America.
Nov. 23, 1924	Isn't Life Wonderful.
Dec. 25, 1924	The Thief of Bagdad.
Feb. 1, 1925	Salvation Hunters.
Mar. 29, 1925	Waking up the Town.
July 6, 1925	Wild Justice.

[fol. 6385] United Artists Corporation

Pictures Released During the Season of 1925-26

Release Date	Picture
Aug. 2, 1925	Sally of the Sawdust.
Aug. 16, 1925	The Gold Rush.
Aug. 30, 1925	Don Q Son of Zorro.
Oct. 18, 1925	Little Annie Rooney.
Nov. 8, 1925	The Eagle.
Dec. 20, 1925	Tumbleweeds.
Feb. 14, 1926	Partners Again.
Mar. 1, 1926	The Only Way.
Apr. 5, 1926	The Bat.

[fol. 6386] United Artists Corporation

Pictures Released During the Season of 1926-27

Release Date	Picture
Aug. 29, 1926	Stella Dallas.
Sept. 5, 1926	The Son of the Sheik.
Sept. 12, 1926	The Black Pirate.
Sept. 19, 1926	Sparrows.
Sept. 26, 1926	Winning of Barbara Worth.
Jan. 22, 1927	Night of Love.
Feb. 5, 1927	The General.
Mar. 5, 1927	Beloved Rogue.
Mar. 12, 1927	The Love of Sunya.
Mar. 19, 1927	Resurrection.

[fol. 6387] United Artists Corporation

Pictures Released During the Season of 1927-28

Release Date	Picture
July 24, 1927	Topsy & Eva.
July 29, 1927	College.
Aug. 14, 1927	Magic Flame.
Sept. 23, 1927	Two Arabian Knights.
Oct. 31, 1927	Best Girl.
Nov. 19, 1927	Devil Dancer.
Dec. 2, 1927	Sorrell & Son.
Jan. 1, 1928	The Gaucho.
Jan. 7, 1928	The Circus.
Jan. 7, 1928	The Dove.
Jan. 7, 1928	Sadie Thompson.
Feb. 4, 1928	Garden of Eden.
Feb. 11, 1928	Ramona.
Mar. 31, 1928	Drums of Love.
July 15, 1928	Steamboat Bill, Jr.

[fol. 6388] United Artists Corporation

Pictures Released During Season of 1928-1929

Release Date	Picture
July 21, 1928	The Tempest.
Aug. 12, 1928	Two Lovers.
Oct. 13, 1928	Battle of Sexes.
Oct. 21, 1928	Woman Disputed.
Nov. 3, 1928	Revenge.
Nov. 17, 1928	Awakening.
Jan. 12, 1929	The Rescue.
Feb. 16, 1929	Lady of the Pavements.
Mar. 9, 1929	Iron Mask.
Mar. 30, 1929	Coquette.
April 20, 1929	Alibi.
May 11, 1929	Eternal Love.
June 1, 1929	Three Passions.
June 22, 1929	This is Heaven.
July 13, 1929	She Goes to War.

[fol. 6389] United Artists Corporation

Pictures Released During Season of 1929-1930

Release Date — Picture

Aug. 3, 1929—Bulldog Drummond.
Aug. 24, 1929—Evangeline.
Sept. 14, 1929—1812.
Sept. 15, 1929—Three Live Ghosts.
Oct. 5, 1929—Trespasser.
Oct. 12, 1929—Venus.
Oct. 26, 1929—Taming of the Shrew.
Nov. 16, 1929—Locked Door.
Dec. 7, 1929—Condemned.
Dec. 14, 1929—Irish Fantasy.
Dec. 28, 1929—New York Nights.
Jan. 18, 1930—Lummox.
Jan. 25, 1930—Glorious Vamps.
Feb. 8, 1930—Be Yourself.
Mar. 1, 1930—Puttin' on the Ritz.
Mar. 22, 1930—Hell Harbor.
Apr. 12, 1930—One Romantic Night.
Apr. 26, 1930—Apprentice.
May 3, 1930—Bad One.
May 24, 1930—2nd Hungarian Rhapsody.

[fol. 6390] United Artists Corporation

Pictures Released During Season of 1930-1931

Release Date — Picture

July 26, 1930—Raffles.
Aug. 2, 1930—Americans Come.
Aug. 30, 1930—Eyes of the World.
Sept. 6, 1930—Zampa.
Sept. 13, 1930—What a Widow.
Sept. 27, 1930—Whoopee.
Oct. 11, 1930—Du Barry, Woman of Paris.
Oct. 25, 1930—Lottery Bride.
Nov. 8, 1930—Abraham Lincoln.
Nov. 15, 1930—Hell's Angels.
Nov. 29, 1930—Bat Whispers.
Jan. 10, 1931—One Heavenly Night.
Jan. 31, 1931—Devil to Pay.
Feb. 21, 1931—Reaching for the Moon.

Release Date Picture

Mar. 1, 1931—City Lights.
Mar. 14, 1931—Kiki.
Apr. 4, 1931—Front Page.
Apr. 25, 1931—Indiscreet.

[fol. 6391] United Artists Corporation

Pictures Released During Season of 1931-1932

Release Date Picture

Sept. 5, 1931—Street Scene.
Oct. 3, 1931—Palmy Days.
Oct. 10, 1931—Unholy Garden.
Oct. 17, 1931—Age for Love.
Nov. 28, 1931—Corsair.
Dec. 12, 1931—Around the World.
Dec. 26, 1931—Tonight or Never.
Jan. 16, 1932—Cock of the Air.
Feb. 6, 1932—Struggle.
Feb. 13, 1932—Greeks Had a Name.
Feb. 27, 1932—Arrowsmith.
Mar. 12, 1932—Sky Devils.
Apr. 9, 1932—Scarface.
Apr. 16, 1932—Silver Lining.
Apr. 25, 1932—Congress Dances.

[fol. 6392] United Artists Corporation

Pictures Released During Season of 1932-1933

Release Date Picture

Aug. 4, 1932—White Zombie.
Aug. 13, 1932—Self Made Lady.
Sept. 17, 1932—Robinson Crusoe.
Oct. 22, 1932—Rain.
Nov. 5, 1932—Magic Night.
Dec. 23, 1932—Cynara.
Jan. 27, 1933—Kid from Spain.
Feb. 8, 1933—Hallelujah I'm a Bum.
Mar. 11, 1933—Perfect Understanding.
Apr. 16, 1933—Secrets.
May 12, 1933—I Cover the Waterfront.
May 16, 1933—Yes Mr. Brown.
June 8, 1933—Re-issue Whoopee.
June 23, 1933—Samarang.

[fol. 6393] United Artists Corporation

Pictures Released During Season of 1934-1935

Release Date	Picture
July 20, 1934	Bulldog Drummond Strikes Back.
Aug. 24, 1934	Affairs of Cellini.
Sept. 7, 1934	Court of Monte Cristo.
Sept. 21, 1934	Last Gentleman.
Sept. 28, 1934	Our Daily Bread.
Nov. 2, 1934	Transatlantic Merry Go Round.
Nov. 16, 1934	We Live Again.
Nov. 30, 1934	Private Life of Don Juan.
Dec. 21, 1934	Runaway Queen.
Dec. 25, 1934	The Mighty Barnum.
Dec. 28, 1934	Kid Millions.
Jan. 25, 1935	Clive of India.
Feb. 15, 1935	Scarlet Pimpernel.
Feb. 22, 1935	Folies Bergere.
Mar. 8, 1935	The Wedding Night.
Apr. 21, 1935	Cardinal Richelieu.
May 10, 1935	Les Miserables.
May 13, 1935	Thunder in the East.
May 17, 1935	Let 'Em Have It.
May 20, 1935	Brewsters Millions.
June 14, 1935	Nell Gwynn.
June 21, 1935	Escape Me Never.
July 4, 1935	Sanders of the River.

[fol. 6394] United Artists Corporation

Pictures Released During Season of 1933-34

Release Date	Picture
Sept. 1, 1933	Masquerader.
Sept. 22, 1933	Bitter Sweet.
Sept. 29, 1933	Emperor Jones.
Oct. 13, 1933	The Bowery.
Oct. 27, 1933	Broadway Thru a Keyhole.
Nov. 3, 1933	Henry the Eighth.
Nov. 24, 1933	Blood Money.
Dec. 1, 1933	Advice to Lovelorn.
Dec. 29, 1933	Roman Scandals.
Jan. 5, 1934	Gallant Lady.
Jan. 19, 1934	Moulin Rouge.
Feb. 16, 1934	Palooka.

Release Date Picture

Mar. 2, 1934—Naïa.
Mar. 9, 1934—Looking for Trouble.
Apr. 13, 1934—Catherine the Great.
Apr. 20, 1934—Sorrell & Son.
Apr. 27, 1934—House of Rothschild.
May 18, 1934—Born to Be Bad.

[fol. 6395] United Artists Corporation

Pictures Released During Season of 1936-37

Release Date Picture

Sept. 4, 1936—The Last of the Mohicans.
Sept. 18, 1936—Dodsworth.
Oct. 2, 1936—The Gay Desperado.
Nov. 13, 1936—Come and Get It.
Nov. 20, 1936—The Garden of Allah.
Nov. 27, 1936—Rembrandt.
Dec. 25, 1936—Beloved Enemy.
Jan. 8, 1937—Accused.
Jan. 22, 1937—Men Are Not Gods.
Jan. 29, 1937—You Only Live Once.
Feb. 19, 1937—Man Who Could Work Miracles.
Mar. 5, 1937—Fire Over England.
Apr. 2, 1937—History Is Made at Night.
Apr. 23, 1937—Elephant Boy.
Apr. 30, 1937—A Star Is Born.
May 7, 1937—Woman Chases Man.
May 14, 1937—Love From a Stranger.
May 28, 1937—Dreaming Lips.
June 4, 1937—When Thief Meets Thief.
June 18, 1937—Walt Disney's Revue.
Reissue Kid From Spain.
Reissue Trans-Atlantic.

[fol. 6396] United Artists Corporation

Pictures Released During Season of 1935-36

Release Date Picture

Aug. 9, 1935—Call of the Wild.
Sept. 6, 1935—Dark Angel.
Sept. 13, 1935—Red Salute (&345).
Sept. 27, 1935—Barbary Coast.

Nov. 9, 1935—Melody Lingers On.
Nov. 23, 1935—Splendor.
Jan. 24, 1936—Strike Me Pink.
Feb. 7, 1936—Ghost Goes West.
Feb. 21, 1936—Modern Times.
Mar. 6, 1936—Little Lord Fauntleroy.
Apr. 10, 1936—These Three.
Apr. 17, 1936—Amateur Gentleman.
Apr. 24, 1936—Things to Come.
May 8, 1936—One Rainy Afternoon.
June 19, 1936—I Stand Condemned.
Re-Rothschild.
Re-Henry VIII.

[fol. 6397] United Artists Corporation

Pictures Released During the Season of 1937-38

Release Date Picture

July 2, 1937—Dark Journey.
July 23, 1937—Knight Without Armor.
Aug. 6, 1937—Stella Dallas.
Aug. 27, 1937—Dead End.
Sept. 3, 1937—Prisoner of Zenda.
Sept. 17, 1937—Wanger's Vogues of 1938.
Oct. 8, 1937—Troop Ship.
Oct. 29, 1937—Stand In.
Nov. 19, 1937—52nd Street.
Nov. 26, 1937—Nothing Sacred.
Dec. 10, 1937—Murder in Diamond Row.
Dec. 24, 1937—Hurricane.
Jan. 14, 1938—Action for Slander.
Jan. 28, 1938—I Met My Love Again.
Feb. 4, 1938—Goldwyn Follies.
Feb. 11, 1938—Tom Sawyer.
Feb. 25, 1938—Storm in a Teacup.
Mar. 4, 1938—Marco Polo.
Mar. 18, 1938—Gaiety Girls.
Apr. 15, 1938—Divorce of Lady X.
Apr. 29, 1938—Return of Scarlet Pimpernel.
June 17, 1938—Blockade.
July 1, 1938—South Riding.
Reissue Monte Cristo.
Reissue I Cover the Waterfront.

[fol. 6398] United Artists Corporation

Pictures Released During the Season of 1938-39

Release Date	Picture
Aug. 5, 1938	Algiers.
Sept. 30, 1938	Drums.
Oct. 14, 1938	There Goes My Heart.
Nov. 3, 1938	The Young in Heart.
Nov. 17, 1938	The Cowboy and the Lady.
Dec. 22, 1938	Trade Winds.
Dec. 29, 1938	The Duke of West Point.
Jan. 12, 1939	Topper Takes a Trip.
Feb. 10, 1939	Made for Each Other.
Feb. 17, 1939	King of the Turf.
Mar. 3, 1939	Stagecoach.
Mar. 10, 1939	Prison Without Bars.
Apr. 7, 1939	Wuthering Heights.
Apr. 21, 1939	Zenobia.
May 26, 1939	Captain Fury.
June 1, 1939	Re: Hurricane.
June 1, 1939	Re: Star Born.
June 1, 1939	Re: Elephant Boy.

[fol. 6399] United Artists Corporation

Pictures Released During Season of 1939-40

Release Date	Picture
July 28, 1939	Winter Carnival.
Aug. 4, 1939	Four Feathers.
Aug. 11, 1939	Man In the Iron Mask.
Aug. 18, 1939	They Shall Have Music.
Sept. 22, 1939	Intermezzo.
Sept. 29, 1939	The Real Glory.
Oct. 12, 1939	Eternally Yours.
Oct. 26, 1939	Housekeeper's Daughter.
Dec. 22, 1939	Slightly Honorable.
Dec. 29, 1939	Raffles.
Jan. 12, 1940	Of Mice and Men.
Jan. 19, 1940	The Lion Has Wings.
Feb. 16, 1940	A Chump at Oxford.
Mar. 1, 1940	House Across the Bay.
Mar. 22, 1940	My Son, My Son.
Mar. 29, 1940	Over the Moon.

Apr. 5, 1940—1,000,000 B. C.
Apr. 12, 1940—Rebecca.
May 3, 1940—Saps at Sea.
May 17, 1940—Turnabout.
May 24, 1940—Our Town.

[fol. 6400] United Artists Corporation.

Pictures Released During Season of 1940-41

Release Date Picture.

July 19, 1940—South of Pago Pago.
Aug. 9, 1940—Captain Caution.
Aug. 16, 1940—Foreign Correspondent.
Aug. 30, 1940—Kit Carson.
Sept. 13, 1940—Pastor Hall.
Sept. 20, 1940—The Westerner.
Nov. 22, 1940—The Long Voyage Home.
Nov. 29, 1940—Blackout.
Dec. 25, 1940—The Thief of Bagdad.
Jan. 10, 1941—The Son of Monte Cristo.
Jan. 24, 1941—Road Show.
Feb. 14, 1941—So Ends Our Night.
Feb. 21, 1941—Three Cheers for Miss Bishop.
Mar. 7, 1941—The Great Dictator.
Mar. 21, 1941—Topper Returns.
Easter Release—Pot O'Gold.
Apr. 20, 1941—That Uncertain Feeling.
Apr. 30, 1941—That Hamilton Woman.
June 13, 1941—Broadway Limited.

[fol. 6400-A]

EXHIBIT 718-A—State: New York

Picture	Contract No.	Date of Contract	Theatre	Film Rental	Date Played	Film Rental Schine	Film Rental Indpt.
			SEASON 1934–35				
Barnum	5187	1/4/35	Capitol	500.00	2/22–26/35		500.00
Last Gentleman	6563	1/4/35	Capitol	253.42	4/5–8/35		253.42
Bulldog Drummond	5433	1/4/35	Capitol	282.47	1/25–28/35		282.47
Affairs Cellini	4995	1/4/35	Capitol	206.25	2/8–11/35		206.25
Richelieu	7188	3/12/36	Capitol	100.00	4/21–23/36		100.00
Clive India	5561	3/19/35	Capitol	300.00	5/31–6/3/35		300.00
Folies Bergere	5509	4/1/35	Capitol	300.00	5/24–27/35		300.00
Les Miserables	7327	3/12/36	Capitol	125.00	4/10–13/36		125.00
Kid Millions	4141	1/28/35	Capitol	503.52	3/1–5/35		503.52
We Live Again	4110	1/28/35	Capitol	300.00	3/8–11/35		300.00
Wedding Night	3907	1/28/35	Capitol	300.00	6/7–10/35		300.00
Monte Cristo	6896	1/4/35	Capitol	400.00	2/15–18/35		400.00
Transatlantic	4632	1/4/35	Capitol	355.02	3/15–18/35		355.02
Let 'Em Have It	6957	3/21/36	Capitol	100.00	5/15–18/36		100.00
Daily Bread	3920	1/4/35	Capitol	125.00	3/29–4/1/35		125.00
Thunder East	979	3/19/35	Capitol	125.00	9/20–23/35		125.00
Don Juan	2771	1/4/35	Capitol	200.00	4/12–15/35		200.00
Sc. Pimpernel	3209	3/19/35	Capitol	225.00	6/14–17/35		225.00
Sanders River	5395	3/12/36	Capitol	100.00	7/31–8/3/36		100.00
Escape Me Never	3442	3/12/36	Capitol	75.00	4/28–30/36		75.00
Nell Gwynn	2059	3/19/35	Capitol	50.00	10/15–17/35		50.00
Runaway Queen	2038	3/19/35	Capitol	50.00	10/1–3/35		50.00
Br. Millions	1135	4/1/35	Capitol	150.00	10/11–14/35		150.00
			TOTAL	5,125.68			5,125.68

			SEASON 1935–36				
Call Wild	8995	3/12/36	Capitol	200.00	4/3–6/36		200.00
Modern Times	5839	5/26/36	Jefferson	B. C.	5/14–16/36	B. C.	
These Three	4326	11/18/35	Jefferson	299.01	5/17–20/36	299.01	
Strike Me Pink	7082	5/26/36	Jefferson	B. C.	5/3–7/36	B. C.	
Barbary Coast	5617	11/18/35	Jefferson	263.16	12/29–31/35	263.16	
Dark Angel	5527	11/18/35	Jefferson	265.06	2/6–8/36	265.06	
Splendor	4657	11/18/35	Jefferson	129.45	2/21–22/36	129.45	
Things To Come	7059	3/10/37	Capitol	25.00	6/8–10/37		25.00
Ghost Goes West	4773	1/22/36	Palace	69.75	4/22–23/36	69.75	
Condemned	3810	3/10/37	Capitol	25.00	6/29–7/1/37		25.00
Melody Lingers On	5438	11/18/35	Palace	61.41	2/19–20/36	61.41	
Red Salute	4181	11/18/35	Palace	80.00	1/29–30/36	80.00	
Lord Fauntleroy	6719	6/10/36	Jefferson	B. C.	7/2–4/36	B. C.	
Rainy Afternoon	7415	3/10/37	Capitol	40.00	5/4–6/37		40.00
Am. Gentleman	0000	0/00/37	Capitol	00.00	0/00–00/00		00.00
			TOTAL	1,457.84		1,167.84	290.00

[fol. 6400-B]

EXHIBIT 718-B

State: New York—Town: Lockport

SEASON 1931-32

Sky Devils							
Palmy Days	471	7/30/31	Hi-Art	700.00	11/1-4/31	700.00	
Unholy Garden	6758	1/27/34	Palace	50.00	2/22-23/34		50.00
Unholy Garden	6773	2/28/34	Palace	25.00	2/24/34		25.00
Street Scene	698	9/30/31	Hi-Art	400.00	10/11-13/31	400.00	
Scarface	7253	1/27/34	Palace	100.00	2/25-28/34		100.00
Greeks	5667	12/26/34	Palace	50.00	3/4-5/34		50.00
Greeks	5674	3/13/34	Palace	50.00	3/6-7/34		50.00
Corsair							
Tonight Never	4748	1/27/34	Palace	50.00	3/11-12/34		50.00
Age Love							
Arrowsmith	5679	1/27/34	Palace	75.00	3/15-17/34		75.00
Struggle							
Around World							
Cock Air	5248	3/13/34	Palace	75.00	3/1-3/34		75.00
Silver Lining							
Congress Dances							
			TOTAL	1,575.00		1,100.00	475.00

SEASON 1932-33

Magic Night							
Zombie							
Robinson Crusoe	3135	1/27/33	Rialto	100.00	2/24-25/33	100.00	
Rain	2735	1/27/33	Rialto	100.00	3/1-2/33	100.00	
Hallelujah	5424	12/18/33	Hi-Art	59.24	1/7-8/34	59.24	
Understanding							
Secrets	2963	6/12/33	Rialto	99.40	7/26-27/33	99.40	
Cynara	864	1/27/33	Rialto	300.00	2/22-23/33	300.00	

Kid From Spain	747	1/27/33	Rialto	700.00	2/12-15/33	700.00	
Waterfront	2205	6/13/33	Rialto	134.04	7/22-25/33	134.04	
Mr. Brown							
Samarang							
			TOTAL	1,492.68		1,492.68	
			SEASON 1933-34				
Blood Money	161	8/22/33	Hi-Art	72.50	1/20-22/34	72.50	
Born Bad	5299	7/28/34	Palace	95.69	8/19-21/34		95.69
Bdwy. Keyhole	163	8/22/33	Rialto	174.90	1/5-6/34	174.90	
Bowery	162	8/22/33	Rialto	306.47	11/26-29/33	306.47	
Bowery	9481	6/4/38	Palace	40.00	7/5-6/38	40.00	
Gallant Lady	158	8/22/33	Rialto	291.45	3/11-13/34	291.45	
Advice Lovelorn	161	8/22/33	Hi-Art	64.63	2/10-12/34	64.63	
Moulin Rouge	162	8/22/33	Rialto	125.00	5/2-3/34	125.00	
House Rothschild	161	8/22/33	Rialto	276.87	6/17-20/34	276.87	
Looking Trouble	161	8/22/33	Rialto	54.13	6/6-7/34	54.13	
Masquerader	503	1/27/33	Rialto	300.00	11/17-18/33	300.00	
Scandals	487	12/12/33	Rialto	604.08	1/28-30/34	604.98	
Nana	456	12/21/33	Rialto	130.76	8/15-16/34	130.76	
Palooka	2275	8/22/33	Rialto	125.95	5/11-12/34	125.95	
Henry Eighth	155	8/22/33	Hi-Art	39.05	1/23-24/34	39.05	
Bitter Sweet	2336	1/27/34	Palace	100.00	3/18-20/34	100.00	
Sorrell & Son	3753	6/9/34	Palace	100.00	6/23-26/34		100.00
Catherine Great	2978	5/7/34	Palace	90.48	5/19-20/34		90.48
Emperor Jones	166	8/22/33	Hi-Art	55.36	12/9-11/33	55.36	
			TOTAL	3,047.33		2,761.16	286.17

4299

[fol. 6400-C]

EXHIBIT 718-C

State: New York—Town: Lockport

SEASON 1934-35

Barnum	163	8/22/33	Rialto	278.88	1/27-29/35	278.88	
Last Gentleman	161	8/22/33	Rialto	120.15	11/21-22/34	120.15	
Bulldog Drummond	7116	4/22/35	Palace	99.77	5/4-6/35		99.77
Affairs Cellini	6220	4/22/35	Palace	44.24	5/1-3/35		44.24
Cardinal Richelieu	5474	5/11/35	Palace	146.30	5/18-21/35		146.30
Clive India	6303	4/22/35	Palace	106.02	5/25-28/35		106.02
Folies Bergere	5993	4/22/35	Palace	112.22	5/11-14/35		112.22
Les Miserables	3515	5/11/35	Palace	227.06	6/1-7/35		227.06
Kid Millions	2815	12/7/34	Rialto	625.00	12/25-28/34	625.00	
We Live Again	2200	12/7/34	Rialto	150.00	1/30-31/35	150.00	
Wedding Night	2137	12/7/34	Rialto	150.00	4/24-25/35	150.00	
Monte Cristo	169	8/22/33	Rialto	202.06	10/28-30/34	202.06	
Transatlantic	6760	4/22/35	Palace	129.00	4/27-30/35		129.00
Let 'Em Have It	1854	5/11/35	Palace	184.75	6/15-21/35		184.95
Daily Bread	5543	4/22/35	Palace	25.48	5/7-9/35		25.48
Thunder East	1754	5/11/35	Palace	75.00	5/29-31/35		75.00
Don Juan	4366	4/22/35	Palace	75.00	5/15-17/35		75.00
Sc. Pimpernel	3881	4/22/35	Palace	88.84	8/22-25/35		88.84
Sanders River	3274	4/22/35	Palace	37.93	8/25-27/35		37.93
Escape Me Never	2567	10/21/35	Palace	50.00	12/1-4/35		50.00
Nell Gwynn	2685	10/23/35	Palace	40.00	11/19-22/35		40.00
Runaway Queen	2250	4/22/35	Palace	50.09	5/7-9/35		50.00
Br. Milhons	1648	5/11/35	Palace	50.00	6/8-10/35		50.00
			TOTAL	3,067.90		1,526.09	1,541.81

SEASON 1935-36

Call Wild	7823	11/18/35	Rialto	125.00	11/28-30/35	125.00	
Modern Times	5833	5/26/36	Rialto	B. C.	5/1-2/36	B. C.	
These Three	4325	11/18/35	Rialto	130.76	7/17-18/36	130.76	
Barbary Coast	5616	11/18/35	Rialto	66.35	2/5-6/36	66.35	
Dark Angel	5526	11/18/35	Rialto	129.48	1/29-30/36	129.48	
Things To Come	6685	9/21/36	Palace	50.00	9/16-17/36		50.00
Spendor	4656	11/18/35	Rialto	93.85	3/4-5/36	93.85	
Ghost Goes West	4772	1/22/36	Hi-Art	28.11	4/27-28/36	28.11	
Condemned	3576	9/21/36	Palace	50.00	9/23-24/36		50.00
Melody Lingers On	1672	5/11/35	Palace	171.73	12/8-11/35		171.73
Red Salute	3689	12/27/35	Palace	209.65	1/4-6/36		209.65
Lord Fauntleroy	6713	6/10/35	Rialto	B. C.	6/7-9/36	B. C.	
Rainy Afternoon Am. Gentleman	1371	9/28/36	Palace	50.11	10/11-14/36		50.11
			TOTAL	1,105.04		573.55	531.49

270—1879

[fol. 6400-D]

EXHIBIT 718-D

Picture	Contract No.	Date of Contract	Theatre	Film Rental	Date Played	Film Rental Schine	Film Rental Indpt.
			SEASON 1934-35				
Barnum	3833	10/16/34	Southern	73.83	3/3-6/35		73.83
Last Gentleman	5451	10/16/34	Southern	34.38	7/27-29/35		34.38
Bulldog Drummond	3454	10/6/34	Southern	23.33	2/15-16/35		23.33
Affairs Cellini	3120	10/6/34	Southern	29.21	12/2-4/34		29.21
Richelieu	2073	10/16/34	Southern	32.28	9/1-3/35		32.28
Clive India	2068	10/16/34	Southern	40.45	3/10-12/35		40.45
Folies Bergere	1879	10/16/34	Southern	42.16	6/16-19/35		42.16
Les Miserables	6277	10/1/35	Southern	45.76	11/3-5/35		45.76
Kid Millions	329	10/16/34	Southern	161.85	1/6-9/35		161.85
We Live Again	360	10/16/34	Southern	25.72	1/10-12/35		25.72
Wedding Night	351	10/16/34	Southern	32.19	5/26-28/35		32.19
Monte Cristo	5546	10/16/34	Southern	39.38	1/13-15/35		39.38
Transatlantic	1902	10/2/34	Southern	53.51	12/31-1/1-3/35		53.51
Let 'Em Have It	5603	10/1/35	Southern	35.64	10/27-29/35		35.64
Daily Bread	1890	10/16/34	Southern	12.07	4/10-11/35		12.07
Thunder East	2186	2/4/35	Southern	15.21	9/27-28/35		15.21
Don Juan	1395	10/16/34	Southern	29.17	3/22-23/35		29.17
Sc. Pimpernel	1062	11/16/34	Southern	25.81	5/12-14/35		25.81
Sanders River	1121	10/16/34	Southern	12.34	10/4-5/35		12.34
Escape Me Never	2256	10/1/35	Southern	17.62	11/15-16/35		17.62
Nell Gwynn	859	10/16/34	Southern	15.17	10/18-19/35		15.17
Runaway Queen	786	10/16/34	Southern	8.28	4/24-25/35		8.28
Br. Millions	973	2/4/35	Southern	27.00	7/20-21/35		27.00
			TOTAL	832.46			832.46
			SEASON 1935-36				
Call Wild	2140	10/16/34	Southern	85.14	10/6-8/35		85.14
Modern Times	5866	5/26/36	Bucyrus	B. C.	5/15-16/36	B. C.	
These Three	2749	11/19/35	State	75.00	6/16-17/36	75.00	
Strike Me Pink	7111	5/26/36	Bucyrus	B. C.	5/2-4/36	B. C.	
Barbary Coast	4224	11/18/35	State	75.00	1/12-14/36	75.00	
Dark Angel	4287	11/18/35	State	75.00	12/22-24/35	75.00	
Splendor	3237	11/18/35	State	60.00	2/18-19/36	60.00	
Things To Come	1171	10/16/34	Southern		Cancelled		
Ghost Goes West	4790	1/22/36	State	50.00	5/20/36	50.00	
Condemned Melody Lingers On							
Red Salute	4614	11/18/35	Bucyrus	50.00	4/11/36	50.00	
Lord Fauntleroy	3228	11/18/35	State	40.00	1/22/36	40.00	
Rainy Afternoon	6749	6/10/36	Bucyrus	B. C.	6/13/36	60.00	
Am. Gentleman							
			TOTAL	510.14		425.00	85.14

[fol. 6400–E]

Exhibit 718-E

Picture	Contract No.	Date of Contract	Theatre	Film Rental	Date Played	Film Rental Schine	Film Rental Indpt.
			SEASON 1934-35				
Barnum	5765	1/29/35	Vine	93.89	2/1–2/35	93.89	
Last Gentleman	3572	1/30/34	Vine	84.71	12/23–24/34	84.71	
Bulldog Drummond	5923	1/22/35	Memorial	100.00	3/3–5/35		100.00
Affairs Cellini	5404	1/22/35	Memorial	100.00	3/17–19/35		100.00
Richelieu	4262	1/22/35	Memorial	175.00	6/30–7/2/35		175.00
Clive India	4352	1/22/35	Memorial	175.00	4/21–23/35		175.00
Folies Bergere	4235	1/22/35	Memorial	175.00	5/19–22/35		175.00
Les Miserables	1786	1/22/35	Memorial	175.00	6/1–4/35		175.00
Kid Millions	2013	12/7/34	Vine	325.00	1/15–18/35	325.00	
We Live Again	2037	12/7/34	Vine	100.00	1/24/25/35	100.00	
Wedding Night	1981	12/7/34	Vine	100.00	3/28–29/35	100.00	
Monte Cristo	3644	1/30/34	Vine	95.55	12/16–17/34	95.55	
Transatlantic	5242	1/22/35	Memorial	125.00	2/24–26/35		125.00
Let 'Em Have It	254	1/22/35	Memorial	175.00	9/15–17/35		175.00
Daily Bread	4428	1/22/35	Memorial	40.00	4/17–18/35		40.00
Thunder East	1426	1/22/35	Memorial	85.00	8/4–6/35		85.00
Don Juan	3205	1/22/35	Memorial	40.00	4/3–4/35		40.00
Sc. Pimpernel	2313	1/22/35	Memorial	85.00	7/14–16/35		85.00
Sanders River	2497	1/22/35	Memorial	40.00	8/11–13/35		40.00
Escape Me Never	1628	6/17/35	Memorial	90.00	8/25–27/35		90.00
Nell Gwynn	1692	1/22/35	Memorial	12.50	P. N. P.		12.50
Runaway Queen	1622	1/22/35	Memorial	25.00	Cancelled		
Br. Millions	1341	1/22/35	Memorial	85.00	9/8–10/35		85.00
			TOTAL	2,476.65		799.15	1,677.50

			SEASON 1935-36				
Call Wild	4428	1/22/35	Memorial	175.00	9/29–10/1/35		175.00
Modern Times	5861	5/26/36	Vine	B. C.	5/22–23/36	B. C.	
These Three	4337	11/18/35	Vine	155.09	5/2–4/36	155.09	
Strike Me Pink	7106	5/26/36	Vine	B. C.	5/10–12/36	B. C.	
Barbary Coast	5631	11/18/35	Vine	75.00	6/4/36	75.00	
Dark Angel	5540	11/18/35	Vine	65.93	1/28–29/36	65.93	
Splendor	4670	11/18/35	Vine	35.39	3/10–11/36	35.39	
Things To Come	2580	1/22/35	Memorial	85.00	7/5–7/36		85.00
Ghost Goes West	2337	12/12/35	Memorial	125.00	3/1–3/36		125.00
Condemned	1768	12/12/35	Memorial	75.00	12/27–29/36		75.00
Melody Lingers On	262	1/22/35	Memorial	175.00	12/22–24/35		175.00
Red Salute	9761	9/24/35	Memorial	125.00	10/13–15/35		125.00
Lord Fauntleroy	6744	6/10/36	Vine	B. C.	7/7–8/36	B. C.	
Rainy Afternoon							
Am. Gentleman	541	12/23/35	Memorial	100.00	6/28–30/36		100.00
			TOTAL	1,191.41		331.41	860.00

[fol. 6400-F]

EXHIBIT 718-F

Picture	Contract No.	Date of Contract	Theatre	Film Rental	Date Played	Film Rental Schine	Film Rental Indpt.
			SEASON 1934-35				
Barnum	1792	11/2/33	Moose	88.27	1/6-8/35		88.27
Last Gentleman	1702	11/2/33	Moose	50.00	11/21-23/34		50.00
Bulldog Drummond	3317	10/9/34	Moose	60.00	11/2-3/34		60.00
Affairs Cellini	2992	10/9/34	Moose	67.45	12/2-3/34		67.45
Richelieu	1964	10/9/34	Moose	75.00	5/28-30/35		75.00
Clive India	1963	10/9/34	Moose	75.00	3/19-21/35		75.00
Folies Bergere	1767	10/9/34	Moose	150.00	4/21-23/35		150.00
Les Miserables	2012	2/5/35	Moose	150.00	6/19-21/35		150.00
Kid Millions	281	10/22/34	Moose	150.00	2/17-19/35		150.00
We Live Again	319	10/22/34	Moose	100.00	2/3-5/35		100.00
Wedding Night	503	10/22/34	Moose	100.00	5/15-17/35		100.00
Monte Cristo	1630	11/2/33	Moose	56.81	10/17-19/34		56.81
Transatlantic	1803	10/9/34	Moose	50.00	12/25-27/34		50.00
Let 'Em Have It	143	1/2/35	Moose	75.00	8/4-6/35		75.00
Daily Bread	2196	10/26/34	Moose	40.00	12/21-22/34		40.00
Thunder East	239	1/28/35	Moose	65.00	7/23-24/35		65.00
Don Juan	1288	10/9/34	Moose	60.00	5/8-9/35		60.00
Sc. Pimpernel	989	10/9/34	Moose	40.00	5/19-21/35		40.00
Sanders River	1041	10/9/34	Moose	40.00	10/25-26/35		40.00
Escape Me Never	418	6/14/35	Moose	50.00	11/1-2/35		50.00
Nell Gwynn	958	10/26/34	Moose	12.50	P. N. P.		12.50
Runaway Queen	882	10/26/34	Moose	25.00	5/3-4/35		25.00
Br. Millions	197	1/28/35	Moose	65.00	7/28-30/35		65.00
			TOTAL	1,645.03			1,645.03
			SEASON 1935-36				
Call Wild	2023	10/9/34	Moose	83.20	10/20-22/35		83.20
Modern Times	5862	5/26/36	Forum	B. C.	5/24-26/36	B. C.	
These Three	4338	11/18/35	Forum	40.79	8/20-21/36	40.79	
Strike Me Pink	7107	5/26/36	Forum	B. C.	5/17-19/36	B. C.	
Barbary Coast	5632	11/18/35	Forum	77.46	11/11-13/35	77.46	
Dark Angel	5541	11/18/35	Forum	72.26	11/5-6/36	72.26	
Splendor	4671	11/18/35	Forum	28.08	8/6-7/36	28.08	
Things To Come	1078	10/9/34	Moose	60.00	Cancelled		
Ghost Goes West	4786	1/22/36	Forum	19.95	6/18-19/36	19.95	
Condemned Melody Lingers On	145	1/2/35	Moose	60.00	10/11-13/36		60.00
Red Salute	4191	11/18/35	Forum	31.00	2/20-21/36	31.00	
Lord Fauntleroy	6745	6/10/36	Forum	B. C.	6/14-16/36	B. C.	
Rainy Afternoon							
Amateur Gentleman							
			TOTAL	412.74		269.54	143.20

EXHIBIT 718-G

Town: Van Wert—State: Ohio

Picture	Contract No.	Date of Contract	Theatre	Film Rental	Date Played	Film Rental Schine	Film Rental Indpt.
			SEASON 1934-35				
Barnum	3616	10/4/34	Ohio	80.55	1/27-30/35		80.55
Barnum	8148	6/19/35	Ohio	15.00	8/10/35		15.00
Last Gentleman	5276	10/4/34	Ohio	54.53	12/23-25/34		54.53
Bulldog Drummond	2972	10/4/34	Ohio	54.14	11/15-17/34		54.14
Affairs Cellini	2687	10/4/34	Ohio	44.08	11/25-27/34		44.08
Richelieu	1770	10/4/34	Ohio	45.88	6/9-11/35		45.88
Clive India	1772	10/4/34	Ohio	44.81	3/3-5/35		44.81
Folies Bergere	1560	10/4/34	Ohio	77.38	5/5-8/35		77.38
Les Miserables	1918	1/30/35	Ohio	101.12	6/2-6/35		101.12
Les Miserables	4687	6/19/35	Ohio	15.00	8/8/35		15.00
Kid Millions	268	10/4/34	Ohio	117.43	12/30-1/2/35		117.43
Kid Millions	7020	6/19/35	Ohio	15.00	8/6/35		15.00
We Live Again	304	10/4/34	Ohio	42.29	1/6-8/35		42.29
Wedding Night	289	10/4/34	Ohio	50.81	4/7-9/35		50.81
Monte Cristo	5357	10/4/34	Ohio	80.18	11/11-14/34		80.18
Monte Cristo	9021	6/19/35	Ohio	15.00	8/4/35		15.00
Transatlantic	1606	10/4/34	Ohio	51.84	12/9-12/34		51.84
Transatlantic	7328	6/19/35	Ohio	15.00	8/7/35		15.00
Let 'Em Have It	349	1/30/35	Ohio	63.69	6/23-25/35		63.69
Let 'Em Have It	3640	6/19/35	Ohio	15.00	8/9/35		15.00
Daily Bread	1612	10/4/34	Ohio	35.00	10/10-11/35		35.00
Thunder East	316	1/30/35	Ohio	23.81	10/27-29/35		23.81
Don Juan	1130	10/4/34	Ohio	37.02	1/20-22/35		37.02
Sc. Pimpernel	854	10/4/34	Ohio	42.25	5/12-14/35		42.25
Sanders River	907	10/4/34	Ohio	15.96	10/17-18/35		15.96
Escape Me Never	58	5/20/35	Ohio	14.46	10/2-3/35		14.46
Nell Gwynn	1736	1/30/35	Ohio	15.00	9/25-26/35		15.00
Runaway Queen	1669	1/30/35	Ohio	15.00	7/31-8/1/35		15.00
Br. Millions	268	1/30/35	Ohio	37.27	7/13-16/35		37.27
			TOTAL	1,234.50			1,234.50
			SEASON 1935-36				
Call Wild	1824	10/4/34	Ohio	83.22			83.22
Modern Times	5865	5/26/36	Van Wert	B. C.	5/14-15/36	B. C.	
These Three	2748	11/19/35	Van Wert	75.00	7/16-17/36	75.00	
Strike Me Pink	7110	5/25/36	Van Wert	B. C.	5/17-18/36	B. C.	
Barbary Coast	4223	11/18/35	Van Wert	75.00	1/30-31/36	75.00	
Dark Angel	4286	11/18/35	Van Wert	75.00	1/8-9/36	75.00	
Splendor	3236	11/18/35	Strand	60.00	12/17-18/35	60.00	
Things To Come	969	10/4/34	Ohio	26.65	9/13-15/36		26.65
Ghost Goes West	4789	1/22/36	Strand	11.33	5/31-6/1/36	11.33	
Condemned							
Melody Lingers On	357	1/30/35	Ohio	28.70	7/26-28/36		28.70
Red Salute	575	5/20/35	Ohio	32.90	1/11-14/36		32.90
Lord Fauntleroy	6748	6/10/36	Van Wert	B. C.	6/21-23/36	B. C.	
Rainy Afternoon							
Amateur Gentleman							
			TOTAL	467.80		296.33	171.47

EXHIBIT 718-H

Town: Little Falls—State: New York

Picture	Contract No.	Date of Contract	Theatre	Film Rental	Date Played	Film Rental Schine	Film Rental Indpt.
			SEASON 1934–35				
Barnum	171	8/22/33	Rialto	158.43	1/6–7/35	158.43	
Last Gentleman	169	8/22/33	Rialto	87.52	11/22–23/34	87.52	
Bulldog Drummond	6920	4/3/35	Hippodrome	36.41	6/2–4/35		36.41
Affairs Cellini	6124	4/3/35	Hippodrome	22.87	6/30–7/2/35		22.87
Richelieu	5173	4/3/35	Hippodrome	66.80	9/1–4/35		66.80
Clive of India	5883	4/3/35	Hippodrome	44.52	7/7–9/35		44.52
Folies Bergere	5566	4/3/35	Hippodrome	57.54	7/14–16/35		57.54
Les Miserables	2912	4/3/35	Hippodrome	88.07	9/15–18/35		88.07
Kid Millions	6079	4/3/35	Hippodrome	115.00	4/28–30/35		115.00
We Live Again	5864	4/3/35	Hippodrome	30.01	7/21–23/35		30.01
Wedding Night	5640	4/3/35	Hippodrome	52.18	6/23–25/35		52.18
Monte Cristo	177	8/22/33	Rialto	46.95	12/11–12/34	46.95	
Transatlantic	6529	4/3/35	Hippodrome	47.07	5/26–28/35		47.07
Let 'Em Have It	1382	4/3/35	Hippodrome	60.56	8/4–6/35		60.56
Daily Bread	5387	4/3/35	Hippodrome	23.31	6/16–18/35		23.31
Thunder East	1225	4/3/35	Hippodrome	31.38	10/20–22/35		31.38
Don Juan	4239	4/3/35	Hippodrome	31.38	8/23–24/35		31.38
Sc. Pimpernel	3525	4/3/35	Hippodrome	27.98	8/18–20/35		27.98
Sanders River	3171	4/3/35	Hippodrome	29.77	11/16–18/35		29.77
Escape Me Never	545	6/24/35	Hippodrome	32.62	9/29–10/1/35		32.62
Nell Gwynn	2131	4/3/35	Hippodrome	36.09	10/18–19/35		36.09
Runaway Queen	2183	4/3/35	Hippodrome	26.74	11/1–2/35		26.74
Br. Millions	1125	4/3/35	Hippodrome	40.60	8/25–27/35		40.60
			TOTAL	1,193.80		292.90	900.90

			SEASON 1935–36				
Call Wild	5507	4/3/35	Hippodrome	111.30	10/6–9/35	111.30	
Modern Times	5879	5/26/36	Rialto	B. C.	5/22–23/36	B. C.	
These Three	2777	11/18/35	Rialto	150.00	6/18–19/36	150.00	
Strike Me Pink	7178	5/26/36	Rialto	B. C.	5/3–4/36	B. C.	
Barbary Coast	4258	11/18/35	Rialto	150.00	12/29–30/35	150.00	
Dark Angel	3526	11/18/35	Rialto	150.00	2/13–14/36	150.00	
Splendor	3267	11/18/35	Rialto	115.00	2/18–19/36	115.00	
Things To Come	3106	4/3/35	Hippodrome		Cancelled		
Ghost Goes West	4810	1/22/36	Rialto	75.00	5/26–27/36	75.00	
Condemned							
Melody Lingers On	1307	4/3/35	Hippodrome	47.16	12/21–23/35	47.16	
Red Salute	1227	6/22/35	Hippodrome	65.48	11/30–12/2/35	65.48	
Lord Fauntleroy	6781	6/10/36	Rialto	B. C.	6/25–26/36	B. C.	
Rainy Afternoon							
Amateur Gentleman	1227	6/22/35	Hippodrome		Cancelled		
			TOTAL	863.94		863.94	

EXHIBIT 718-I

Town: Norwich—State: New York

Picture	Contract No.	Date of Contract	Theatre	Film Rental	Date Played	Film Rental Schine	Film Rental Indpt.
			SEASON 1934-35				
Barnum	172	8/22/33	Colonial	118.11	1/13-14/35	118.11	
Last Gentleman	170	8/22/33	Colonial	82.61	12/6-7/34	82.61	
Bulldog Drummond	4734	11/12/34	Smalley	150.00	1/20-22/35		150.00
Affairs Cellini	4345	11/12/34	Smalley	150.00	12/9-11/35		150.00
Richelieu	3272	11/12/34	Smalley	200.00	6/9-12/35		200.00
Clive India	3277	11/12/34	Smalley	200.00	2/3-6/35		200.00
Clive India	8672	2/20/39	Smalley	20.00	3/15-16/39		20.00
Folies Bergere	3125	11/12/34	Smalley	200.00	4/21-24/35		200.00
Les Miserables	645	11/12/34	Smalley	200.00	5/25-29/35		200.00
Kid Millions	820	11/12/34	Smalley	228.92	12/31-1/4/35		228.92
Kid Millions	8205	5/15/36	Smalley	40.00	5/27-28/36		40.00
We Live Again	896	11/12/34	Smalley	65.80	1/6-8/35		65.80
Wedding Night	849	11/12/34	Smalley	88.78	4/25-5/1/35		88.78
Monte Cristo	178	8/22/33	Colonial	50.41	12/13-14/34	50.41	
Transatlantic	3312	11/12/34	Smalley	100.00	12/2-4/34		100.00
Let 'Em Have It	1732	5/3/35	Smalley	68.02	6/3-4/35		68.02
Let 'Em Have It	8714	3/6/39	Smalley	15.00	3/29-30/39		15.00
Daily Bread	2982	11/12/34	Smalley	75.00	12/16-18/34		75.00
Thunder East	1592	5/3/35	Smalley	35.29	6/30-7/1/35		35.29
Don Juan	2727	12/27/34	Smalley	26.51	1/10-11/35		26.51
Sc. Pimpernel	4086	6/3/35	Smalley	50.86	3/19-21/35		50.86
Sanders River	3344	5/3/35	Smalley	51.37	7/14-16/35		51.37
Escape Me Never							
Nell Gwynn	2229	5/3/35	Smalley	41.90	7/28-30/35		41.90
Runaway Queen							
Br. Millions	1494	5/3/35	Smalley	37.11	6/23-24/35		37.11
			TOTAL	2,295.69		251.13	2,044.56
			SEASON 1935-36				
Call Wild	2359	11/12/34	Smalley	200.00	9/1-4/35		200.00
Call Wild	12549	1/5/39	Smalley	20.00	1/18-19/39		20.00
Modern Times	5871	5/26/36	Colonial	B. C.	5/14-15/36	B. C.	
These Three	4351	11/18/35	Colonial	112.26	7/16-17/36	112.26	
Strike Me Pink	7170	5/26/36	Colonial	B. C.	5/10-11/36	B. C.	
Barbary Coast	5643	11/15/35	Colonial	61.08	2/6-7/36	61.08	
Dark Angel	5553	11/15/35	Colonial	162.38	12/15-16/35	162.38	
Splendor	4663	11/18/35	Colonial	50.00	4/22/36	50.00	
Things To Come	6748	9/10/36	Smalley	35.00	9/27-29/36		35.00
Ghost Goes West	4819	1/22/36	Colonial	34.89	5/12-13/36	34.89	
Condemned							
Melody Lingers On	1585	4/29/35	Smalley	45.16	11/24-26/35		45.16
Red Salute	340	4/29/35	Smalley	66.39	10/20-23/35		66.39
Lord Fauntleroy	6773	6/10/36	Colonial	B. C.	7/2-3/36	B. C.	
Amateur Gentleman	3413	9/10/36	Smalley	25.00	10/9/36		25.00
			TOTAL	872.16		420.61	451.55

[fol. 6402]

EXHIBIT 719
Blanket Contracts

Town	State	Theatre	Contract Numbers: Modern Times	Strike Me Pink	Lord Fauntleroy
		Buffalo Exchange			
Auburn	N. Y.	Jefferson	#5839	#7082	#6719
Bath	N. Y.	Babcock	5841	7084	6721
Buffalo	N. Y.	Riverside	5852	7095	6732
Buffalo	N. Y.	Granada	5853	7096	6733
Canandaigua	N. Y.	Playhouse	5842	7085	6722
Carthage	N. Y.	Strand	5845	7088	6725
Corning	N. Y.	Fox	5835	7078	6715
Corning	N. Y.	State	5856	7099	6736
Cortland	N. Y.	State	5836	7079	6716
Geneva	N. Y.	Geneva	5837	7080	6717
Lockport	N. Y.	Rialto	5833	7076	6713
Lockport	N. Y.	Hi-Art	5854	7097	6734
Newark	N. Y.	Capitol	5840	7083	6720
Oswego	N. Y.	Strand	5834	7077	6714
Oswego	N. Y.	Capitol	5857	7100	6737
Rochester	N. Y.	Dixie	5848	7091	6728
Rochester	N. Y.	Liberty	5850	7093	6730
Rochester	N. Y.	Riviera	5846	7089	6726
Salamanca	N. Y.	Andrews	5844	7087	6724
Seneca Falls	N. Y.	Strand	5843	7086	6723
Watertown	N. Y.	Avon	5838	7081	6718
Watertown	N. Y.	Olympic	5855	7098	6735
		Total	$3,938.00	$5,250.00	$2,702.00

EXHIBIT 719
Blanket Contracts

Town	State	Theatre	Contract Numbers: Modern Times	Strike Me Pink	Lord Fauntleroy
		Buffalo Exchange			

[fol. 6403]

		Cleveland Exchange			
Ashland	Ohio	Palace	#5863	#7108	#6746
Bellefontaine	Ohio	New Holland	5864	7109	6747
Bucyrus	Ohio	Bucyrus	5866	7111	6749
Delaware	Ohio	Strand	5867	7112	
Mt. Vernon	Ohio	Vine	5861	7106	6744
Norwalk	Ohio	Forum	5862	7107	6745
Van Wert	Ohio	Van Wert	5865	7110	6748
Wooster	Ohio	Wooster	5860	7105	6743
		Total	$1,065.00	$1,420.00	$518.00

[fol. 6404]

EXHIBIT 719

Blanket Contracts

Town	State	Theatre	Contract Numbers: Modern Times	Strike Me Pink	Lord Fauntleroy
		Buffalo Exchange			
		New York Exchange			
Amsterdam	N. Y.	Rialto	#5868	#7156	#6769
Glen Falls	N. Y.	Rialto	5872	7171	6774
Glen Falls	N. Y.	Empire	5882	7181	6784
Gloversville	N. Y.	Glove	5874	7173	6776
Hamilton	N. Y.	State	5878	7177	6780
Herkimer	N. Y.	Liberty	5875	7174	6777
Hudson Falls	N. Y.	Strand	5877	7176	6779
Little Falls	N. Y.	Rialto	5879	7178	6781
Malone	N. Y.	Malone	5870	7168	6771
Massena	N. Y.	Massena	5881	7180	6783
Norwich	N. Y.	Colonial	5871	7170	6773
Ogdensburg	N. Y.	Strand	5869	7167	6770
Oneonta	N. Y.	Oneonta	5873	7172	6775
Saranac Lake	N. Y.	Pontiac	5880	7179	6782
Tupper Lake	N. Y.	State	5876	7175	6778
		Total	$2,097.00	$2,950.00	$2,300.00

[fol. 6405]

#15

Total Film Rental Received

Seasons 1934-35 Through 1939-40 Inclusive

Town	State	Run	Theatre	1934-35	1935-36	1936-37	1937-38	1938-39	1939-40	Total
Buffalo Exchange										
Auburn	N.Y.	1		5,125.68	1,457.84	3,243.30	4,505.20	4,430.10	4,124.57	22,886.69
Auburn	N.Y.	2		75.00	50.00	90.00	472.50	662.50	695.00	2,045.00
Avon	N.Y.	1		177.50	212.50	70.00	278.75	282.50	367.50	1,388.75
Bath	N.Y.	1		502.53	600.00	938.75	1,223.75	1,076.25	1,123.75	5,465.03
Bath	N.Y.	2								
Buffalo	N.Y.	Sub	Riverside	912.50	725.00	1,700.00	1,868.75	1,641.25	1,636.25	8,483.75
Buffalo	N.Y.	Sub	Granada	475.00	435.00	1,090.00	1,182.50	1,102.50	1,232.50	5,517.50
Canandaigua	N.Y.	1		810.89	662.50	810.00	1,253.75	987.50	1,187.50	5,712.14
Carthage	N.Y.	1		589.02	482.50	640.00	947.50	762.50	927.50	4,349.02
Carthage	N.Y.	2								
Corning	N.Y.	1		1,818.60	847.66	1,367.26	2,302.47	1,567.72	2,224.49	10,128.20
Corning	N.Y.	2		192.50	67.50	240.00	308.75	353.75	463.75	1,626.25
Corning	N.Y.	3		72.50	52.50	157.50	245.00	240.00	315.00	1,082.50
Cortland	N.Y.	1		1,877.40	843.22	2,032.82	3,275.59	2,414.37	2,538.72	12,982.12
Geneva	N.Y.	1		2,414.85	771.92	2,230.46	3,445.21	2,843.62	2,738.03	14,444.09
Geneva	N.Y.	2			30.00	55.00	75.00	130.00	190.00	480.00
Lockport	N.Y.	1		3,067.90	1,105.04	1,661.90	2,533.89	2,118.70	2,477.52	11,964.95
Lockport	N.Y.	2		100.00	225.00	390.00	867.50	685.00	825.00	3,092.50
Lockport	N.Y.	3								
Newark	N.Y.	1		804.13	662.80	1,018.75	1,412.50	1,180.00	1,266.25	6,344.13
Oswego	N.Y.	1		1,248.38	909.59	1,695.95	2,709.12	1,970.16	2,429.09	10,962.29
Oswego	N.Y.	2		85.00				25.00	120.00	230.00
Pann Yan	N.Y.	1		1,352.23	464.23	590.00	1,011.25	907.50	937.50	5,262.71
Perry	N.Y.	1		201.73		407.50	751.25	623.75	713.75	2,697.98
Rochester	N.Y.	Sub	Cameo	935.00	181.00	420.00	478.75	447.50	572.50	3,034.75
Rochester	N.Y.	Sub	Dixie	700.00	415.00	955.00	1,186.33	976.25	1,211.25	5,443.83
Rochester	N.Y.	Sub	Liberty	425.00	440.00	1,106.25	1,198.75	1,020.00	1,150.00	5,340.00
Rochester	N.Y.	Sub	Madison	1,685.00	1,116.25	947.50	1,270.00	1,090.00	1,020.00	7,128.75
Rochester	N.Y.	Sub	Monroe	1,685.00	1,116.25	947.50	1,270.00	1,090.00	995.00	7,103.75
Rochester	N.Y.	Sub	Riviera	1,600.00	1,500.00	2,512.50	3,393.75	2,236.25	2,461.25	12,703.75
Rochester	N.Y.	Sub	Webster	82.50	305.00	427.50	593.75	562.50	202.50	2,173.75
Rochester	N.Y.	Sub	West End	620.00	413.75	365.00	487.50	415.00	485.00	2,786.25
Salamanca	N.Y.	1		801.64	617.50	865.00	1,298.75	1,050.00	1,240.00	5,872.89
Seneca Falls	N.Y.	1		567.59	342.50	500.00	862.50	697.50	843.75	3,813.84
Syracuse	N.Y.	Sub	Palace	1,207.50	912.50	651.25	1,088.75	762.50	827.50	5,450.00
Watertown	N.Y.	1		3,861.98	2,212.38	2,410.07	3,758.44	2,982.24	3,802.72	19,027.83
Watertown	N.Y.	2		503.75	285.00	635.00	1,037.50	863.75	1,093.75	4,418.75
Watertown	N.Y.	3		202.50	282.50	265.00	387.50	295.00	395.00	1,827.50
Watertown	N.Y.	4		12.50	177.50	207.50	207.50	202.50	267.40	1,074.90
Watertown	N.Y.	5			106.90	165.00	45.00	10.00	30.00	356.90
Blanket contracts—see attached schedule					11,890.00					11,890.00

#15

Total Film Rental Received

Seasons 1934-35 Through 1939-40 Inclusive

Town	State	Run	Theatre	1934-35	1935-36	1936-37	1937-38	1938-39	1939-40	Total
Cincinnati Exchange										
Athens	Ohio	1		2,093.59	1,300.24	1,813.24	2,644.32	2,160.09	2,167.18	12,178.66
Athens	Ohio	2		35.83						35.83
Corbin	Ky.	1		70.00	645.00	620.00	280.00	607.50	760.00	2,982.50
Corbin	Ky.	2				15.00	20.00	242.50	105.00	382.50
Harlan	Ky.	1		1,037.50	964.96	915.00	1,183.89	865.00	1,010.00	5,976.35
Harlan	Ky.	2					52.50	140.00	67.50	260.00
Lexington	Ky.	1		5,942.31	6,379.27	4,365.05	6,554.63	5,919.91	6,946.87	36,108.04
Lexington	Ky.	2		378.50	760.00	1,203.33	1,700.00	1,320.00	1,477.50	6,839.33
Lexington	Ky.	3		90.00	287.50	815.00	855.00	788.75	863.75	3,700.00
Lexington	Ky.	4		15.00	220.00	272.50	227.50	307.50	322.50	1,365.00
Lexington	Ky.	5				27.50	112.50	215.00	260.00	615.00
Maysville	Ky.	1		611.29	646.30	821.68	1,374.48	685.20	797.13	4,936.08
Maysville	Ky.	2		70.00	52.50	25.00	15.00			162.50
Paris	Ky.	1		165.00	565.00	540.00	930.00	760.00	945.00	3,905.00
Pikesville	Ky.	1		1,070.12	775.87	749.24	978.94	752.50	850.09	5,176.67
Piqua	Ohio	1		878.63	1,003.32	1,111.64	1,708.70	1,310.74	1,608.60	7,621.63
Richmond	Ky.	1		665.00	645.00	527.50	930.00	762.50	965.00	4,495.00
Troy	Ohio	1		2,015.55	1,385.16	1,291.13	1,945.45	1,602.90	1,618.92	9,859.11
Cleveland Exchange										
Ashland	Ohio	1		1,265.97	611.24	929.61	1,192.23	939.88	1,473.52	6,412.45
Ashland	Ohio	2		347.50	305.00	315.00	315.00	305.00	347.50	1,935.00
Bellefontaine	Ohio	1		819.56	517.50	1,090.00	1,432.50	1,200.00	1,397.50	6,457.06
Bucyrus	Ohio	1		832.46	510.14	665.00	1,073.75	851.25	1,063.75	4,996.35
Bucyrus	Ohio	2			137.50	32.50				170.00
Delaware	Ohio	1		1,869.74	1,035.00	975.00	1,432.50	1,197.50	1,372.50	7,882.24
Fostoria	Ohio	1		1,750.88	1,508.66	1,459.82	1,575.00	1,300.00	1,457.50	9,051.85
Kent	Ohio	1		1,195.50	1,145.82	1,420.49	1,211.72	732.50	950.00	6,656.03
Kent	Ohio	2		296.06	279.94	174.15	335.00	532.50	427.50	2,045.15
Medina	Ohio	1		60.00	155.00	170.00	986.25	766.25	933.13	3,070.63
Mt. Vernon	Ohio	1		2,476.65	1,191.41	1,344.12	2,196.34	1,293.75	1,741.45	10,243.72
Mt. Vernon	Ohio	2		215.00	420.00	520.00	642.50	538.29	625.00	2,960.78
Norwalk	Ohio	1		1,645.03	412.74	660.06	980.35	930.39	1,133.79	5,762.36
Ravenna	Ohio	1		400.93	352.38	318.72	403.50	685.00	590.00	2,749.53
Ravenna	Ohio	2		781.41	738.93	1,067.20	886.92	576.00	731.25	4,780.71
Shelby	Ohio	1		1,202.97	712.30	673.03	1,259.91	962.50	859.39	5,670.10
Shelby	Ohio	2		27.50	67.50		59.49	272.50	225.00	651.99
Tiffin	Ohio	1		2,099.69	2,114.86	1,646.43	2,327.52	1,782.46	2,245.76	12,216.72
Tiffin	Ohio	2		60.00	420.00	387.50	185.00	355.00	150.00	1,557.50
Van Wert	Ohio	1		1,234.50	467.80	586.67	723.75	576.25	788.75	4,377.72
Van Wert	Ohio	2			225.00	65.00	80.00	75.00	45.00	490.00
Wooster	Ohio	1		1,496.93	651.94	1,580.96	2,409.95	1,836.76	2,165.64	10,142.18
Wooster	Ohio	2							55.00	55.00
Blanket contracts—see attached schedule					3,003.00					3,003.00

Total Film Rental Received

Seasons 1934-35 Through 1939-40 Inclusive

Town	State	Run	Theatre	1934-35	1935-36	1936-37	1937-38	1938-39	1939-40	Total
New York Exchange										
Amsterdam	N.Y.	1		2,186.51	1,366.03	2,842.76	3,722.10	3,150.63	3,564.62	16,832.65
Amsterdam	N.Y.	2			212.50	345.00	472.50	427.50	437.50	1,895.00
Ballston	N.Y.	1			35.84	602.00	225.00		35.00	897.84
Glen Falls	N.Y.	1		3,387.70	2,218.05	3,183.07	4,364.22	3,816.23	4,657.54	21,626.81
Glen Falls	N.Y.	2		670.00	465.00	630.00	870.00	730.00	805.00	4,170.00
Glen Falls	N.Y.	3		55.00	152.50	325.00	112.50			645.00
Gloversville	N.Y.	1		1,078.12	1,394.37	2,714.21	3,426.33	3,118.66	3,413.56	15,145.25
Hamilton	N.Y.	1		75.00	335.00	560.00	890.00	702.50	835.00	3,397.50
Herkimer	N.Y.	1		262.33	625.00	1,400.00	1,718.75	1,378.75	1,533.75	6,918.58
Hudson Falls	N.Y.	1		52.50	305.00	382.50	541.25	485.00	585.00	2,351.25
Ilion	N.Y.	1		1,315.00	712.50	860.00	893.75	608.75	748.75	5,139.75
Little Falls	N.Y.	1		1,193.80	863.94	1,135.00	1,613.75	1,313.75	1,478.75	7,598.99
Little Falls	N.Y.	2								
Malone	N.Y.	1		635.93	831.64	1,283.57	1,491.25	1,302.50	1,597.50	7,142.39
Malone	N.Y.	2			32.50		80.00	290.00	407.50	810.00
Massena	N.Y.	1		1,063.65	729.89	1,066.25	1,521.25	1,245.00	1,370.00	6,996.04
Mechanicsville	N.Y.	1			26.36	842.50	361.25		60.00	1,290.11
Norwich	N.Y.	1		2,295.69	872.16	1,119.14	1,723.00	1,115.41	1,310.89	8,436.29
Norwich	N.Y.	2		70.00	305.00	260.00	490.00	128.34	127.50	1,380.84
Ogdensburg	N.Y.	1		527.19	724.88	1,558.82	2,598.28	1,987.05	2,163.31	9,359.53
Oneonta	N.Y.	1		692.92	799.43	1,530.48	2,464.35	2,322.25	2,194.49	10,003.92
Saranac Lake	N.Y.	1		483.80	905.00	1,106.25	1,412.50	1,197.50	1,347.50	6,452.55
Tupper Lake	N.Y.	1		50.00	260.00	505.00	723.75	643.75	773.75	2,956.25
Whitehall	N.Y.	1				575.00	260.00		40.00	875.00
Blanket contracts—see attached schedule					7,347.00					7,347.00
Washington Exchange										
Cambridge	Md.	1		1,560.00	922.50	1,380.00	1,986.77	1,030.00	1,205.00	8,083.27
Easton	Md.	1		192.78		645.00	1,012.13	742.50	937.50	3,529.91
Federalsburg	Md.	1		437.50			339.89	335.00	450.00	1,562.39
Hurlock	Md.	1		276.25			253.75			530.00
Laurel	Del.	1		518.75	219.50	166.00	316.43			1,220.68
Milford	Del.	1		860.00	75.00	60.00	754.34	415.00	865.00	3,029.34
Salisbury	Md.	1		1,853.06	1,782.14	2,364.31	3,537.00	3,145.74	4,018.15	16,700.40
Salisbury	Md.	2						25.00	30.00	55.00
Total				93,803.38	90,051.04	94,445.19	131,631.18	108,310.33	123,667.73	641,908.85

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Total Film Rental Received

Theatres Operated by Defendant Exhibitors

Seasons 1934-35 Through 1939-40 Inclusive

Town	State	Run	Theatres	1934-35	1935-36	1936-37	1937-38	1938-39	1939-40	Total
Buffalo Exchange										
Auburn	N.Y.	1			1,167.84	3,208.30	4,120.00	4,430.10	4,124.57	17,051.01
Auburn	N.Y.	2				15.00	472.50	662.50	695.00	1,845.00
Avon	N.Y.	1								
Bath	N.Y.	1		502.53	600.00	938.75	1,223.75	1,076.25	1,123.75	5,465.03
Bath	N.Y.	2								
Buffalo	N.Y.	Sub	Riverside	912.50	725.00	1,700.00	1,868.75	1,641.25	1,636.25	8,483.75
Buffalo	N.Y.	Sub	Granada	475.00	435.00	1,090.09	1,182.50	1,102.50	1,232.50	5,517.50
Canandaigua	N.Y.	1		810.89	662.50	810.00	1,253.75	987.50	1,187.50	5,712.14
Carthage	N.Y.	1		589.02	482.50	640.00	947.50	762.50	927.50	4,349.02
Carthage	N.Y.	2								
Corning	N.Y.	1		1,014.64	488.38	1,367.26	2,302.47	1,567.72	2,224.49	8,964.96
Corning	N.Y.	2		90.00		240.00	308.75	353.75	463.75	1,456.25
Corning	N.Y.	3								
Cortland	N.Y.	1		1,877.40	843.22	2,032.82	3,275.59	2,414.37	2,538.72	12,982.12
Geneva	N.Y.	1		2,404.85	771.92	2,230.46	3,445.21	2,843.62	2,738.03	14,434.09
Geneva	N.Y.	2								
Lockport	N.Y.	1		1,526.09	573.55	1,661.90	2,533.80	2,118.70	2,477.52	10,891.65
Lockport	N.Y.	2		100.00	190.00	390.00	867.50	685.00	825.00	3,057.50
Lockport	N.Y.	3								
Newark	N.Y.	1		804.13	662.50	1,018.75	1,412.50	1,180.00	1,266.25	6,344.13
Oswego	N.Y.	1		1,248.38	909.59	1,695.95	2,709.12	1,970.16	2,429.09	10,962.29
Oswego	N.Y.	2		85.00				25.00	120.00	230.00
Penn Yan	N.Y.	1				590.00	1,011.25	907.50	937.50	3,446.25
Perry	N.Y.	1				407.50	751.25	623.75	713.75	2,496.25
Rochester	N.Y.	Sub	Cameo			420.00	478.75	447.50	572.50	1,918.75
Rochester	N.Y.	Sub	Dixie	700.00	415.00	955.00	1,186.33	976.25	1,211.25	5,443.83
Rochester	N.Y.	Sub	Liberty	425.00	440.00	1,106.25	1,198.75	1,020.00	1,150.00	5,340.00
Rochester	N.Y.	Sub	Madison					815.00	1,020.00	1,835.00
Rochester	N.Y.	Sub	Monroe					815.00	995.00	1,810.00
Rochester	N.Y.	Sub	Riviera	1,600.00	1,500.00	2,512.50	2,393.75	2,236.25	2,461.25	12,703.75
Rochester	N.Y.	Sub	Webster							
Rochester	N.Y.	Sub	West End					415.00	485.00	900.00
Salamanca	N.Y.	1		801.64	617.50	965.00	1,298.75	1,050.00	1,240.00	5,872.89
Seneca Falls	N.Y.	1			300.00	590.00	862.50	697.50	843.75	3,203.75
Syracuse	N.Y.	Sub	Palace					702.50	827.50	1,530.00
Watertown	N.Y.	1		444.79	1,344.76	2,410.07	3,758.44	2,982.24	3,802.72	14,743.02
Watertown	N.Y.	2		153.75	215.00	635.00	1,037.50	863.75	1,093.75	3,998.75
Watertown	N.Y.	3								
Watertown	N.Y.	4								
Watertown	N.Y.	5								
Blanket contracts					11,890.00					11,890.00

#16

Total Film Rental Received

Theatres Operated by Defendant Exhibitors

Seasons 1934-35 Through 1939-40 Inclusive

Town	State	Run	Theatre	1934-35	1935-36	1936-37	1937-38	1938-39	1939-40	Total
Cincinnati Exchange										
Athens	Ohio	1			1,030.00	1,813.24	2,644.32	2,160.09	2,167.18	9,814.83
Athens	Ohio	2						607.50	760.00	1,367.50
Corbin	Ky.	1								
Corbin	Ky.	2					52.50	140.00	67.50	260.00
Harlan	Ky.	1				3,360.23	6,554.63	5,919.91	6,946.87	22,781.64
Harlan	Ky.	2			15.00	1,203.33	1,700.00	1,320.00	1,477.50	5,715.83
Lexington	Ky.	1				765.00	855.00	788.75	863.75	3,272.50
Lexington	Ky.	3		15.00			15.00	15.00	225.00	270.00
Lexington	Ky.	4						685.20	797.13	1,482.33
Lexington	Ky.	5								
Maysville	Ky.	1				490.00	930.00	760.00	945.00	3,125.00
Maysville	Ky.	2					47.50	752.50	850.00	1,650.00
Paris	Ky.	1								
Pikesville	Ky.	1								
Piqua	Ohio	1		878.63	1,003.32	1,111.64	1,708.70	1,310.74	1,608.60	7,621.63
Richmond	Ky.	1				477.50	930.00	762.50	965.00	3,135.00
Troy	Ohio	1								
Cleveland Exchange										
Ashland	Ohio	1								
Ashland	Ohio	2			337.36	929.61	1,192.23	939.88	1,473.52	4,872.60
Bellefontaine	Ohio	1					315.00	305.00	347.50	967.50
Bucyrus	Ohio	1		819.56	517.50	1,090.00	1,432.50	1,200.00	1,397.50	6,457.06
Bucyrus	Ohio	2			425.00	665.00	1,073.75	851.25	1,063.75	4,078.75
Delaware	Ohio	1			12.50	32.50				45.00
Fostoria	Ohio	1			535.00	975.00	1,432.50	1,197.50	1,372.50	5,512.50
							1,575.00	1,300.00	1,457.50	4,332.50
Kent	Ohio	1								
Kent	Ohio	2					862.50	732.50	950.00	2,545.00
Medina	Ohio	1					335.00	532.50	427.50	1,295.00
Mt. Vernon	Ohio	1					383.75	521.25	933.13	1,838.13
Mt. Vernon	Ohio	2		799.15	331.41	1,169.12	1,778.84	1,293.75	1,741.45	7,113.72
Norwalk	Ohio	1					52.50	15.00		67.50
Ravenna	Ohio	1			269.54	660.06	980.35	930.39	1,133.79	3,974.13
Ravenna	Ohio	2					402.50	685.00	590.00	1,677.50
Shelby	Ohio	1					730.00	575.00	731.25	2,036.25
Shelby	Ohio	2								
Tiffin	Ohio	1			798.45	1,646.43	2,327.52	1,782.46	2,245.76	8,800.62
Tiffin	Ohio	2				65.00	185.00	355.00	150.00	755.00
Van Wert	Ohio	1			296.33	586.67	723.75	576.25	788.75	2,971.75
Van Wert	Ohio	2								
Wooster	Ohio	1		1,496.93	651.94	1,580.96	2,409.95	1,836.76	2,165.64	10,142.18
Wooster	Ohio	2							55.00	55.00
Blanket Contract					3,003.00					3,003.00

[fol. 6410]

#16

Total Film Rental Received
Theatres Operated by Defendant Exhibitors
Seasons 1934-35 Through 1939-40 Inclusive

Town	State	Run	Theatre	1934-35	1935-36	1936-37	1937-38	1938-39	1939-40	Total
New York Exchange										
Amsterdam	N.Y.	1		1,271.49	947.30	2,842.76	3,722.10	3,150.63	3,564.62	15,498.90
Amsterdam	N.Y.	2					350.00	427.50	437.50	1,215.00
Ballston	N.Y.	1								
Glen Falls	N.Y.	1		3,083.48	2,218.05	3,183.07	4,364.22	3,816.23	4,657.54	21,322.59
Glen Falls	N.Y.	2		100.00	405.00	630.00	870.00	730.00	805.00	3,540.00
Glen Falls	N.Y.	3								
Gloversville	N.Y.	1		1,078.12	1,394.37	2,714.21	3,426.33	3,118.66	3,413.56	15,145.25
Hamilton	N.Y.	1		75.00	335.00	560.00	890.00	702.50	835.00	3,397.50
Herkimer	N.Y.	1		262.33	625.00	1,400.00	1,718.75	1,378.75	1,533.75	6,918.58
Hudson Falls	N.Y.	1		52.50	305.00	382.50	541.25	485.00	585.00	2,351.25
Ilion	N.Y.	1					893.75	608.75	748.75	2,251.25
Little Falls	N.Y.	1		292.90	863.94	1,135.00	1,613.75	1,313.75	1,478.75	6,698.09
Little Falls	N.Y.	2								
Malone	N.Y.	1		400.93	746.64	1,188.57	1,491.25	1,302.50	1,597.50	6,727.39
Malone	N.Y.	2								
Massena	N.Y.	1		186.30	530.00	1,066.25	1,521.25	1,245.00	1,370.00	5,918.80
Mechanicsville	N.Y.	1				842.50	361.25		60.00	1,263.75
Norwich	N.Y.	1		251.13	420.61	1,094.14	1,645.50	1,090.41	1,310.89	5,812.68
Norwich	N.Y.	2								
Ogdensburg	N.Y.	1		527.19	724.88	1,558.82	2,598.28	1,787.05	2,163.31	9,359.53
Oneonta	N.Y.	1		692.92	799.43	1,530.48	2,464.35	2,322.25	2,194.49	10,003.92
Saranac Lake	N.Y.	1		483.80	905.00	1,106.25	1,412.50	1,197.50	1,347.50	6,452.55
Tupper Lake	N.Y.	1			260.00	505.00	723.75	648.75	773.75	2,906.25
Whitehall	N.Y.	1				575.00	260.00		40.00	875.00
Blanket Contract					7,347.00					7,347.00
Washington Exchange										
Cambridge	Md.	1						1,030.00	1,205.00	2,235.00
Easton	Md.	1						742.50	937.50	1,680.00
Federalsburg	Md.	1						335.00	450.00	785.00
Hurlock	Md.	1								
Laurel	Del.	1								
Milford	Del.	1						415.00	865.00	1,280.00
Salisbury	Md.	1								
Salisbury	Md.	2						25.00		25.00
Total				29,332.97	53,287.83	70,376.35	106,399.82	97,092.57	112,436.37	468,925.91

[fol. 6411] EXHIBIT 765

MADISON & MONROE THEATRES

April 9, 1937.

Mr. William F. Rodgers
Loews, Inc.
1540 Broadway
New York City

DEAR MR. RODGERS:

We are operating two theatres, the Madison and the Monroe, which are equal in class to the other neighborhood theatres where your pictures are shown second run, and only after twenty-one days are the pictures made available to us. The Madison and Monroe Theatres are each more than two miles away from the nearest of these second run houses, and are in entirely different neighborhoods.

We should like your consideration of open booking with these houses, and will pay the same price. We have been endeavoring to secure this without any definite satisfaction through your Buffalo office.

Yesterday we discussed our situation with Mr. O'Shea, and he agrees that we should be entitled to open booking.

Will you be kind enough to investigate this situation and advise us on the subject at your earliest convenience?

Cordially, Chester Fenyvessy.

CF:DS.

[fol. 6412] EXHIBIT 773

August 3, 1938.

Mr. Ralph Maw
Metro Goldwyn Mayer
509 Pearl Street
Buffalo, N. Y.

DEAR MR. MAW:

Re-Clearance Schine vs. Madison-Monroe Theatres

Here is a hypothetical case—

A Metro picture opens August 7th at the Riviera Theatre; and opens August 14th at the Liberty Theatre, the last day of this engagement being August 16th. Under the Madison-

Monroe contract, Schine has 14 days clearance, which would make the picture available on August 31st. However, as certain pictures are designated by the distributors as Sunday attractions, in this case the picture would not be available for the Madison and Monroe Theatres until September 4th, which is 28 days from the opening date at Schine's Riviera Theatre.

We should like to know whether this was your intention in drawing up the contract.

Very truly yours, Chester Fenyvessy.

cf:ds.
cc Mr. T. J. Connors, New York City.

[fol. 6413] EXHIBIT 774

Ars Gratia Artis

METRO-GOLDWYN-MAYER PICTURES

630 Ninth Avenue, New York

Office of E. K. O'Shea, District Manager.

August 11, 1938.

Mr. Chester Fenyvessy,
Fenyvessey Enterprises,
Rochester, N. Y.

DEAR CHESTER:

Mr. Connors has requested me to investigate and write you concerning your inquiry as to Clearance on the West End Theatre, Rochester to the Arnett Theatre, Rochester.

As you know, Clearance has never been granted in this situation from one house to the other and these two houses have always been sold on "open availability" which, apparently, has always been satisfactory to all concerned. In fact, our product has been sold to both of these theatres for the season of 1938-39 on the same basis.

Sincerely, Ted. O'Shea.

EKO'S:DRP.

[fol. 6414] EXHIBIT 775

August 16, 1938.

Mr. E. K. O'Shea
Metro Goldwyn Mayer Pictures
630 Ninth Avenue
New York City

DEAR MR. O'SHEA:

Your communication of August 11th is at hand, and I thank you for your early reply; however, I do not seem to have made my problem clear.

There is no complaint now, nor has there ever been, regarding the clearance at the West End vs. the Arnett Theatre as far as we are concerned. I only cited that situation as an instance where the distributor is entirely fair with both exhibitors, allowing neither one nor the other an advantage in any way. This is in contrast to the Schine situation vs. Monroe and Madison where the distributor is showing preference by supplying the pictures to the four Schine houses ahead of the Madison and Monroe, with what appears to us to be unreasonable protection after their run.

Originally Schine Theatres were obliged to play Metro pictures within a period of 14 days, and if not so played, there was no further protection, and they became available to the Madison and Monroe. Now it is usually 21 to 28 days after the last Schine showing before the pictures can be shown at our theatres.

I do not want to annoy you or Messrs. Connors and Rodgers with our problems unnecessarily. I feel that our situation is one that requires more than casual observation, as it has been consistently growing worse through the advantages given Schine. When you consider the West End-Arnett as an example of fair impartial treatment, certainly the Schine-Madison-Monroe protection and clearance is a direct indication that the producer is playing with the big exhibitor and imposing a hardship on the little operator.

I hope you have a remedy, and I shall await your reply.

Very truly yours, Chester Fenyvessy.

cf:ds.

(Here follows 1 Photolithograph, side folio 6415)

EXHIBIT 776

METRO-GOLDWYN-MAYER PICTURES

DISTRIBUTED BY
LOEW'S INCORPORATED
509 PEARL STREET
BUFFALO, N. Y.

August 16, 1938

Mr. Chester Fenyvessy
Madison Theatre
Rochester, N. Y.

Dear Chester:

On my next visit to Rochester, I will discuss the contents of your letter dated August 3rd personally with you, relative to the Schine clearance over the Madison and Monroe Theatres.

Kindest personal regards.

Sincerely,

R. W. Maw
Resident Manager

RWM:MFL

GLORIFYING THE AMERICAN SCREEN

NO AGREEMENT OR ORDER WILL BE BINDING ON THIS CORPORATION UNLESS IN WRITING AND SIGNED BY AN OFFICER

6415

4330A

[fol. 6416] EXHIBIT 790

AGREEMENT

Agreement made this 10 day of February, 1939, by and between Paul Fenyvessy and Chester Fenyvessy, of the City of Rochester, County of Monroe, State of New York, with Munmad Theatre Corporation, of Gloversville, New York.

Witnesseth:

In consideration of One Dollar, ($1.00), in hand paid, and other good and valuable consideration the receipt whereof is hereby acknowledged by each of us severally, we, Paul Fenyvessy and Chester Fenyvessy and each of us agree that we will not, indirectly or directly, personally or through any stock interest, (except ownership of stock in any amusement enterprise listed upon any recognized exchange), partnership with Albert A. Fenyvessy or any other person or association by us, or any of us, or otherwise, engage in the business of the exhibition of motion pictures or in the operation, management or control of motion picture theatres in the City of Rochester, except in the so-called downtown area which is hereby agreed as follows:

Bounded on the West by Plymouth Avenue North and Plymouth Avenue South, on the East by Union Street North and Union Street South, on the North by Andrews Street, and on the South by Court Street, for a period of twenty (20) years from February 10th, 1939, and

Except as to road shows at advanced prices to be presented at the Auditorium Theatre in the Masonic Temple at 875 East Main Street, Rochester, New York.

In witness whereof, each of us has hereunto set our hand and seal the date and year first above written.

(Signed) Paul A. Fenyvessy (L.S.), Chester Fenyvessy, (L.S.).

[fol. 6417] STATE OF NEW YORK,
County of Monroe,
City of Rochester, ss:

On this 10th day of February, Nineteen Hundred and Thirty-nine, before me, the subscriber, personally appeared Paul Fenyvessy and Chester Fenyvessy to me personally known and known to me to be the same persons described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same.

Ralph C. Wichins, Notary Public.

[fol. 6418] EXHIBIT 800

October 4, 1939.

Mr. Wm. F. Rodgers
Loew's Inc.
1540 Broadway
New York City

DEAR MR. RODGERS:

We have spoken to your Mr. Maw, regarding our desire to show some of your product, second run, day and date with your second run Rochester account.

That you may more clearly understand the local situation, we present herewith certain facts for your consideration.

The Little Theatre operates daily from 1 to 11 P. M., admission is 25¢ for matinees and 35¢ evenings for adults; 15¢ at matinees and 25¢ evenings for children. Our policy is single features exclusively. Each program plays a minimum of seven days, occasional features are held over indefinitely.

We have no premimum nor gambling nights. Since our opening in 1931, we have never deviated from this policy.

Due to our downtown location, single feature policy and admission (35¢ for one feature as against 40¢, the highest admission in Rochester for double features), we in no way interfere with second run theatres located in neighborhoods five miles from the Little Theatre, not connected with our locality by bus or street car. The second run houses are open evenings only (excepting on Saturday and Sunday), charging 25¢ for adults, 10¢ for children, present double bills entirely, have various gambling and premium nights.

[fol. 6419] Furthermore, we would select mainly the type features which usually attract little patronage in neighborhood theatres. We cater to an entirely different clientele, an exclusive and discriminating patronage.

Columbia Pictures Corporation served us with several of their outstanding releases, among them were "The Awful Truth", "Theodora Goes Wild", "Lost Horizon", "Pennies From Heaven", "Holiday", the Grace Moore features and "You Can't Take it With you". Some were played second run, day and date with Fenyvessy houses, others second run, day and date with Schine theatres. That the results were highly satisfactory to Columbia, you can no doubt readily verify.

May I suggest, therefore, that you give this matter serious thought. This account unquestionably would develop considerable additional revenue for Metro. In fact, having had no experience of any importance with the house, you would be agreeably surprised at the results with suitable second run product.

This revenue could be produced without interfering in any way with any of your other Rochester accounts, as this theatre is in a class by itself.

Trusting that we may hear from you regarding this matter at your convenience, I am,

Very truly yours, Mrs. Ben Belinson.

[fol. 6420] EXHIBIT 801

Ars Gratia Artis

METRO-GOLDWYN-MAYER PICTURES

Loew Building, 1540 Broadway, New York

Office of W. F. Rodgers:

October 9, 1939.

Mrs. F. F. Belinson,
Little Theatre,
240 East Avenue,
Rochester, N. Y.

DEAR MADAM:

We acknowledge your letter of October 4th and the matter of availability of our pictures is a subject with which our Mr. Ralph Maw, of our Buffalo Office, is familiar and

we have referred your letter to him. You will hear from him in regard thereto, or when our representative is next in Rochester he will communicate with you direct.

Thanking you for your communication, we are.

Sincerely, W. F. Rodgers, General Sales Manager.

WFR:MTL.

[fol. 6421] EXHIBIT 802

Ars Gratia Artis

METRO-GOLDWYN-MAYER PICTURES

630 Ninth Avenue, New York

Office of E. K. O'Shea, District Manager

September 12th, 1940.

Mr. Ben Belinson, Little Theatre, Rochester, N. Y.

DEAR MR. BELINSON:

Sorry that I missed you when you were in New York, but I received your wire at Gloversville, N. Y., and letter.

As you know, for a number of years we have sold our second run product in Rochester to the Schine interests,—in fact, we have just negotiated another contract with the Schine interests for their subsequent run theatres in the city of Rochester, and therefore will be unable to offer you the run on our pictures in Rochester that you would like to have.

It is the policy of our company, as you know, to continue to solicit our present accounts in all situations.

Kindest regards to Mrs. Belinson and yourself.

Sincerely Ted O'Shea.

EKO'S-BR.

[fol. 6422] EXHIBIT 805

Western Union (12)

Received at 116 Genesee Street, Auburn, N. Y.

1938 May 10 PM 2 14.

SYP 110 10-Canandaigua NY 10 112P
A. J. Lauer:

Have decided to turn down your proposal at this time.

J. W. Jenkins, Jr.

[fol. 6423] EXHIBIT 812

Agreement made this 11th day of September, 1941, by and between Hubert P. Wallace of the City of Auburn, New York, party of the first part, hereinafter called the "First Party," and Syracuse Strand Theatre Company, Inc., a New York State corporation with its principal office at 303 The Herald Bldg., 332 South Warren St., Syracuse, New York, party of the second part, hereinafter called the "Second Party";

Witnesseth: That

In consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

First: A new corporation with a capital of Twenty-five thousand dollars ($25,000.00) authorized to conduct a moving picture theatre will be formed. The charter of such corporation shall be satisfactory to Lyle Hornbeck, attorney for the First Party, and to Falk, Phillips, Twelvetrees & Falk, attorneys for the Second Party. Said corporation shall hereafter be sometimes referred to as the "operating company."

Second: Each of the parties hereto shall purchase fifty (50) shares of the authorized capital stock of the operating company for the sum of Five thousand dollars ($5,000.00) payable forthwith. The Second Party further agrees that if at any time before April 1, 1942 the First Party determines that the operating company needs additional capital and he is willing and able to contribute thereto an amount or amounts not exceeding in all Twenty-five hundred dollars ($2500.00), the said Second Party shall contribute such

amount or amounts not exceeding in all Twenty-five hun-
[fol. 6424] dred dollars ($2500.00) as the First Party contributes. Such contribution shall be a loan to the operating company. Neither of the parties hereto shall be required to make any additions to capital beyond the original Five thousand dollars ($5,000.00) after April 1, 1942 provided, however, that upon mutual agreement the parties hereto may make such further additions as they deem desirable.

Third: The operating company shall enter into a lease with the Second Party covering the Syracuse Strand Theatre in the City of Syracuse, New York on the following terms and conditions, and the said Second Party agrees to execute such lease. The term of said lease shall be five (5) years from September 20, 1941. Said lease shall provide for a minimum rental of Twenty thousand dollars ($20,000.00) per year, such minimum rental to be payable in twelve (12) equal monthly installments on the fifth day of each month beginning October 5, 1941, each payment to be for the month commencing the twentieth day of the preceding month.

In addition to such minimum annual rental the tenant shall pay to the landlord, as additional rent, fifty per cent (50%) of the first Fifteen thousand dollars ($15,000.00) of the net profits, as hereinafter defined, of said operating company, and in addition thereto sixty-six and two-thirds per cent (66⅔%) of the net profits of such operating company in excess of Twenty thousand dollars ($20,000.00) per annum. Such net profits shall be computed annually, and payments shall be made on or before October 10th in each year commencing October 10, 1942. Interim computa-
[fol. 6425] tions and payments based on such estimated annual profits may be made more frequently when and as determined by the Board of Directors of the operating company, but a final settlement shall be made on or before the 10th day of October in each year as above provided when the annual profits are finally determined.

The operating company shall also have the option to renew such lease for an additional period of five (5) years provided that it shall have fully performed all the terms, covenants and conditions of its lease, and provided that notice of the exercise of such option shall be given to the landlord in writing on or before April 1, 1946. The minimum rental during such additional five (5) year period

shall be Twenty-four thousand dollars ($24,000.00) per annum, and additional rentals shall be paid as above provided, i. e., fifty per cent (50%) of the first Fifteen thousand dollars ($15,000.00) of the net profits, as hereinafter defined, of said operating company, and in addition thereto sixty-six and two-thirds per cent (66⅔%) of the net profits of such operating company in excess of Twenty thousand dollars ($20,000.00) per annum.

Fourth: The First Party agrees with the Second Party to enter into a contract with the operating company to act as General Manager of such company during the life of the aforesaid lease, and such General Manager shall receive as compensation for his management services the following compensation: Fifty per cent (50%) of the First Fifteen thousand dollars ($15,000.00) of the net profits of said operating company and thirty-three and one-third per cent (33⅓%) of the net profits of said operating company [fol. 6426] over and above Twenty thousand dollars ($20,000.00) a year. Payment of such management fee shall be made on October 10th of each year commencing October 10, 1942, for the year ending the previous September 20th. Interim computations and payments based on such estimated annual profits may be made more frequently when and as determined by the Board of Directors of the operating company, but a final settlement shall be made on or before the 10th day of October in each year as above provided when the annual profits are finally determined.

Fifth: For the purpose of computing the additional rent as provided in paragraph "Third" hereof and the management fees as provided in paragraph "Fourth" hereof, the net profits of the operating company shall be the actual net profits of such corporation as determined by good accounting practice before the deduction of any Federal or State taxes based upon income, but after the payment of any bonus, not exceeding, however, ten per cent (10%) of the actual net profits, which may be paid to the Manager of the theatre (as distinguished from the General Manager of the corporation).

Sixth: The First Party shall have the option to purchase from the Second Party all of the Second Party's stock in the operating company. Such option may be exercised during the month of October 1942 or during the month of

October 1943. If such option is exercised during the month of October 1942, the First Party shall pay to the Second Party for such stock an amount equal to twice the profits of the operating company for the fiscal year 1941 or Ten thousand dollars ($10,000.00), whichever is greater. If [fol. 6427] such option is exercised during the month of October 1943, the price of such stock shall be the net profits for the fiscal years 1941 and 1942 or the sum of Ten thousand dollars ($10,000.00), whichever is greater. For the purposes of determining the price of such stock, in accordance with the provisions of this paragraph, the net profits of the corporation shall be the amount determined as provided in paragraph "Fifth" above and shall be the net profits without deduction therefrom for additional rent or management fees hereinbefore provided.

Seventh: In the event that the parties shall exercise the option hereinbefore contained the lease between the Second Party and the operating company hereinbefore provided shall be cancelled and terminated, and a new lease containing the same terms as the original lease shall be executed between the operating company and the Second Party except that said lease shall expire on the same date as the original lease, and the rental under such new lease shall be as follows: For the balance of the term ending September 20, 1946 the minimum rental shall be Twenty thousand dollars ($20,000.00), payable in twelve (12) equal installments in advance on the twentieth day of each and every month during the term of said lease, and in addition to the minimum rental the tenant shall pay to the landlord, on the thirtieth day of each month for the month ending on the preceding twentieth day of such month, an amount equal to the difference between such minimum rental and seventeen per cent (17%) of the income of such theatre from all sources whatsoever during the month ending on the preceding twentieth day of such month. The rent during the [fol. 6428] option period shall be at the rate of Twenty-four thousand dollars ($24,000.00) per annum together with such additional payments as may be necessary so that the landlord shall receive seventeen per cent (17%) of the gross income of such theatre as aforesaid, and payable as aforesaid.

Eighth: The directors of the operating company shall be as follows: Charles F. Carr, Lyle W. Hornbeck, William

Coombs, Stanley G. Falk, Hubert P. Wallace and Anne M. Wallace.

The officers of the operating company shall be as follows: Charles F. Carr, Lyle W. Hornback, William Coombs, Vice-President and Lyle W. Hornbeck, Secretary.

Ninth: A copy of the management contract and a copy of the lease to be entered into by the operating company is attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this agreement the day and year first above written.

H. P. Wallace. (L. S.) Syracuse Strand Theatre Company, Inc., by Stanley G. Falk, Pres. (Seal.)

[fol. 6429] This lease made and entered into this 11th day of September, 1941 by and between Syracuse Strand Theatre Company, Inc., a New York corporation with its principal office and place of business in the City of Syracuse, County of Onondaga and State of New York, hereinafter called the "Landlord," and Syracuse Community Theatre Corporation, a New York corporation with its principal office and place of business in the City of Syracuse, County of Onondaga and State of New York, hereinafter called the "Tenant";

Witnesseth:

First: The Landlord for and in consideration of the rents, covenants, conditions and agreements hereinafter expressed on the part and behalf of the Tenant to be kept and performed has demised and leased, and by these presents does demise and lease unto the Tenant, and the Tenant does hereby hire and take from the Landlord, all the real property and the building thereon erected known as the Syracuse Strand located at 501 South Salina Street, Syracuse, New York, together with all appurtenances, entrances, exits, passageways, alleys, courtways and easements belonging to or appertaining thereto, or used in connection therewith, together with all furniture, furnishings and other personal property and all fixtures and equipment upon or in said premises or used in connection therewith.

A schedule of such furniture, furnishings and other personal property is attached hereto, made a part hereof and

marked Schedule "A". A description of the land upon which said theatre is located is as follows:

[fol. 6430] All That Tract or Parcel of Land, situate in the City of Syracuse, Onondaga County, New York, being part of Block Number One Hundred Forty-Two (142) of said City, situate at the northwest corner of said Block and being two (2) chains and nine (9) links on Harrison Street by four (4) rods on Salina Street, the south line thereof being parallel with the north line thereof and the east line thereof being parallel with Warren Street.

Also All That Certain Piece or Parcel of Land, situate in the City of Syracuse, Onondaga County, New York, being part of said Block One Hundred Forty-Two (142) bounded and described as follows, viz: Being that north division of Lot "A" in said Block One Hundred Forty-Two (142) commencing in the easterly line of South Salina Street at a point where the north line of said Lot "A" (according to a map of the Village of Syracuse made by John Lathrop) touches said street; thence easterly along said line one hundred and seventeen (117) feet; thence southerly twenty-seven (27) feet along the line which divided said Lot "A" from Lot Number Three in said Block; thence westerly about one hundred and eight (108) feet by a line nearly parallel with the north line of said Lot "A" to a point in the easterly line of Salina Street twenty-eight (28) feet from the place of beginning; thence northerly along the easterly line of South Salina Street twenty-eight (28) feet to the place of beginning.

All the foregoing real property, buildings, appurtenances, fixtures and equipment demised by this lease are hereinafter sometimes called "the demised premises." All the foregoing furniture, furnishings and other personal property demised by this lease are hereinafter sometimes called "the personal property."

Second: The term of this lease is for five (5) years commencing on September 20, 1941 and ending on September 20, 1946 at 8 o'clock in the forenoon unless sooner terminated as herein provided, for which the Tenant covenants and agrees to pay the Landlord as a partial minimum rent the sum of One hundred thousand dollars ($100,000.00)

payable in sixty (60) equal monthly payments on the fifth [fol. 6431] day of each and every month in advance during the said term beginning October 5, 1941, each payment to be for the month commencing the twentieth day of the preceding month, at the office of Clinton S. Carr, 332 South Warren Street, Syracuse, New York, or such other place as the Landlord shall designate in writing to the Tenant.

As additional rent the Tenant covenants and agrees to pay to the Landlord a sum equal to fifty per cent (50%) of the first Fifteen thousand dollars ($15,000.00) of the Tenant's net profits from the operation of the theatre on the demised premises and also a sum equal to sixty-six and two-thirds per cent (66⅔%) of the net profits from such operation as hereinafter defined in excess of Twenty thousand dollars ($20,000.00) per annum. Such net profits shall be computed annually, and payments shall be made on or before October 10th in each year commencing October 10, 1942. Interim computations and payments based on such estimated annual profits may be made more frequently when and as determined by the Board of Directors of the Tenant, but a final settlement shall be made on or before the 10th day of October in each year as above provided when the annual profits are finally determined.

The Landlord covenants and agrees that if this lease is not terminated, as herein provided, and if the Tenant shall during the whole of said term well and faithfully keep and perform the covenants and conditions in this lease contained on its part to be performed, the Landlord will, at the option of the Tenant, extend the term of this lease for a further [fol. 6432] period of five (5) years to commence on the expiration of the term hereby granted on all the terms, covenants and conditions herein contained, except that during said period commencing September 20, 1946 and ending on September 20, 1951 at 8 o'clock in the forenoon, the minimum rental shall be One hundred twenty thousand dollars ($120,000.00) payable in sixty (60) equal monthly payments on the fifth day of each and every month in advance during the said term beginning October 5, 1946, each payment to be for the month commencing the twentieth day of the preceding month, provided that the Tenant shall give the Landlord notice of the exercise of this option in writing on or before April 1, 1946.

As additional rent the Tenant covenants and agrees to pay to the Landlord during the period for which this lease

may be extended a sum equal to fifty per cent (50%) of the first Fifteen thousand dollars ($15,000.00) of the Tenant's net profits from the operation of the theatre on the demised premises and also a sum equal to sixty-six and two-thirds per cent (66⅔%) of the net profits from such operation as hereinafter defined in excess of Twenty thousand dollars ($20,000.00) per annum. Such net profits shall be computed annually, and payments shall be made on or before October 10th in each year commencing October 10, 1947. Interim computations and payments based on such estimated annual profits may be made more frequently when and as determined by the Board of Directors of the Tenant, but a final settlement shall be made on or before the 10th day of October in each year as above provided when the annual profits are finally determined.

[fol. 6433] For the purpose of computing the additional rent as hereinbefore provided, the net profits of the Tenant shall be the actual net profits of such corporation as determined by good accounting practice before the deduction of the management fee and of any Federal or State taxes based upon income.

Third: The Tenant shall have the right to use the demised premises during the term of this lease for theatrical purposes and for all forms of public entertainment and for all purposes incidental thereto and for such activities in connection therewith as are or shall be customary and usual, all to be conducted in a proper and lawful manner.

Fourth: The Tenant covenants and agrees to cause said theatre to be operated and open to the public during the usual hours for public performances not less than forty-two (42) weeks in each year during the entire term of this lease.

Fifth: The Tenant agrees throughout the term of this lease that it will pay, or cause to be paid, all charges against the demised premises for heat, water, gas and electricity. The Tenant further agrees to keep all rules and regulations of the local water supply, gas and electric companies supplying said premises with water, gas and/or electricity.

Sixth: The Tenant further covenants and agrees to take good care of the premises and appurtenances, and to keep the interior thereof, in good repair during said term without cost to the Landlord, and to make all repairs and replace-

ments to the woodwork, ceilings, paper, glass, plumbing, [fol. 6434] plumbing works, pipes, heating plant, radiation, heating fixtures and all other equipment, apparatus and appurtenances used in connection with the leased premises, and to take reasonable care that no damage happens to said premises or to any appurtenances or fixtures therein, and at all times to keep, maintain and use said premises, making at its own expense any and all alterations, additions and improvements required, so as to comply with all of the Federal, State and Municipal laws, regulations and ordinances, and the laws, rules, orders, ordinances and regulations of the several local departments and bureaus having jurisdiction over and in the use and occupancy of said premises as the same now exist, or as the same may be made or changed from time to time during the term of this lease. It is agreed, however, that nothing in this instrument contained, however, shall be construed to require the Tenant to make structural changes.

Seventh: The Tenant further agrees that it will, at its own proper costs and charges, keep the building situate on the premises and all appurtenances thereunto belonging and the sidewalks, steps and excavations under the sidewalks, and any alley or alleys adjoining said premises, in a clean and safe condition, and will conform to all municipal ordinances or laws of the City of Syracuse, and all other ordinances and laws affecting said premises and the sidewalks, streets and alleys in front of and around said premises, and that it will keep and save the Landlord forever harmless from any penalty or damage or charges imposed for any violation of any of the said ordinances or laws, and the Tenant will indemnify, save and keep harmless the Landlord from any loss, cost, damage and expense [fol. 6435] arising out of any accident or other occurrence causing injury to any person or property whomsoever and whatsoever, and due directly or indirectly to the use of the premises, or any part thereof, by the said Tenant or any person or persons claiming under it.

Eighth: The Tenant further covenants and agrees to take out and keep in force during the term of this lease, at its own cost and expense, a policy or policies of public liability insurance insuring the Landlord and the Tenant, as their respective interests may appear, against damage or liability arising out of injury to or the death of any one or

more persons, in limits of not less than Fifty thousand dollars ($50,000.00) for one person or One hundred thousand dollars ($100,000.00) for more than one person.

Ninth: The Tenant further agrees that it will at all times promptly comply with and execute all rules, orders and regulations of the Board of Fire Underwriters and fire insurance companies, and to extinguish all "faults" which may hereafter develop affecting insurance rates of the premises occupied by the Tenant,—the intention of the aforesaid covenants in relation to fire insurance being to obtain the most favorable rate of insurance for the said premises and the contents thereof customarily granted in such instances where the Board of Fire Underwriters and standard fire insurance companies have no "fault" (so-called) against such premises or its contents.

Tenth: In the event of default by the Tenant of any [fol. 6436] covenant or agreement dealing with the Tenant's obligation to repair and maintain the premises or its fixtures and appurtenances, the Landlord may serve a written notice upon the Tenant, stating the facts which it claims to be a violation of the terms of this lease, and requiring the Tenant to comply with said covenant or agreement immediately thereafter. If the Tenant fails so to do, the Landlord may, without notice to said Tenant, exercise its option to terminate this lease or cause this lease to expire as herein provided, or the Landlord may elect to perform in such case or cases defaulted in by said Tenant in which event the Tenant hereby agrees to reimburse the Landlord for any expense so incurred and which said amount is to be added to and became a part of the following month's rent, the same as if such had been reserved herein to the said Landlord as rental. The Landlord reserves the same rights and remedies to enforce the collection thereof as it may employ in case of default in the payment by the Tenant of the rent first reserved hereunder.

Eleventh: It is understood and agreed that the personal property listed on Schedule "A" attached hereto, belongs to the Landlord. The Tenant leases said personal property in its present condition and shall have the right (but shall not be obligated) to remove, sell or otherwise dispose of any of the personal property and equipment, except any parts of the organ, which have become unfit for satisfactory

use through age, change of conditions or obsolescence. The Tenant agrees to make any replacements of such personal property and equipment so disposed of which it shall deem necessary for its operation of the theatre. Any replacements made by the Tenant to the personal property and [fol. 6437] equipment which is now the property of the Landlord shall become the property of the Landlord at the expiration of the term of this lease. Any personal property and equipment which may be installed from time to time during the term of this lease by the Tenant in addition to, and not in substitution for any personal property and equipment owned by the Tenant and listed on Schedule "A," shall remain the property of the Tenant and may be removed from the demised premises by the Tenant at any time before or at the termination of this lease, the Tenant making good any and all damages to the demised premises by reason of such removal.

Twelfth: The Tenant further covenants and agrees (a) not to assign or mortgage this lease, or any interest therein, not to interfere in any manner with this lease, or any interest therein, nor to let, sell or underlet the said premises, or any part thereof, or the possession thereof, for the whole or any part of the same term; (b) not to leave the premises vacant during the term.

Thirteenth: The Tenant covenants and agrees that in the event of default in the payment of rent, or in the payment of any other charge hereby covenanted to be paid, or in the event of default in the performance of any of the covenants or conditions contained in this lease, or in the event that the demised premises shall be abandoned or shall become vacant during the demised term, or in the event that said premises are used for any other purpose than the purpose permitted by this lease, or in the event that the premises are used for any other purpose than a lawful business purpose, or in the event that the Tenant shall assign, transfer, [fol. 6438] make over or mortgage this lease by operation of law or otherwise, or let or underlet the whole or any part of the demised premises contrary to the provisions of this lease, or make any alterations or additions therein, without the consent of the Landlord, in writing first having been obtained, or in the event that the Tenant shall become insolvent or bankrupt or seek relief under any provisions of the Federal Bankruptcy Act, as amended, or shall make an

assignment for the benefit of creditors, or in the event that a petition in bankruptcy is filed by the Tenant or that the Tenant is adjudicated bankrupt in any involuntary proceedings, at any time, or in the event that a receiver of the Tenant's property or business is appointed at any time, in any proceedings, or in the event that any execution or attachment shall issue against the Tenant or its property, whereby the demised premises shall be taken of this lease or the rights of the Tenant thereunder shall be levied upon or sold or advertised for sale on execution or other legal process, or in the event that this lease shall pass by operation of law or otherwise to any person other than the Tenant, or in the event that the Tenant encumber this lease by a mortgage, or in any other manner, then, and in any or either of said events, the Landlord may re-enter and re-occupy the demised premises and remove all persons therefrom, either by suitable action or proceedings at law, by force or otherwise, without any liability to prosecution or damages therefor, or the Landlord may elect to and may make any payment which the Tenant should have made, in which event the Tenant hereby agrees to reimburse the Landlord for any expense so incurred as herein provided, or the Landlord may at its option give to the Tenant written notice by registered mail, of its election to end [fol. 6439] the term hereby demised on the day specified in such notice, which day shall be five (5) days from the day of mailing said notice, and thereupon the term hereby demised shall expire on the day so fixed with the same force and effect as if said day were specified in this lease as the date for the expiration of the term hereby demised, and all right of occupation on the part of the Tenant, its successors and assigns, shall cease and end on said day, and the Tenant covenants and agrees that it will thereupon quit and surrender the demised premises to the Landlord. The Tenant hereby expressly waives any and all right to other notice of intention to re-enter or to end the term hereby granted under any law or statute or otherwise. It is hereby expressly agreed, however, that no act or thing done by the Landlord or its agents during the term hereby granted shall be due expression of its election or acceptance of a surrender of said premises, and that no election, or agreement to accept a surrender of said premises shall be valid unless the same be made in writing, signed by the Landlord or its duly authorized agent.

Fourteenth: The Tenant covenants and agrees that in the event of and notwithstanding re-entry or repossession of the premises by the Landlord, or in the event and notwithstanding the Tenant shall be dispossessed by summary proceedings, the Landlord may at its election re-let the demised premises, or any part thereof, for the whole of the balance of the term, or such portions thereof from time to time as opportunity may offer and as the Landlord may deem expedient, as the agent and for the account of the Tenant or otherwise, and apply rents received from any [fol. 6440] such re-letting first, to the payment of such expenses as the Landlord may be put to in re-entering or in re-possessing said premises, and then to the payment and the fulfillment of the Tenant's covenants, conditions and agreements under this lease, the balance, if any, to be paid over to the Tenant, who shall notwithstanding such re-entry or re-possession by the Landlord remain liable for the rent reserved by this lease and for the performance of all covenants, conditions and agreements herein contained. The Tenant covenants and agrees that the Landlord shall in no event be liable in any way whatever for failure to re-let the demised premises or in the event said premises be re-let, for failure to collect the rent therefor under such re-letting; and that the Tenant will be liable for any deficiency of rent which may arise during the remainder of the term as damages for the breach of any of the covenants, conditions or agreements of this lease in addition to other damages sustained by the Landlord thereby, and shall pay the same to the Landlord upon the rent days above provided as the amount thereof shall at such time or times be ascertained.

Fifteenth: The Tenant further covenants and agrees that acceptance by the Landlord of any sums, either for rent or use and occupancy of the whole or any part of the leased premises from anyone other than the Tenant personally, shall not be a waiver of any of the Landlord's rights and remedies under this lease. The Tenant further covenants and agrees that no waiver or act which shall amount to a waiver by the Landlord in any instance shall operate as a waiver of any provisions of this lease, except for that instance alone, and that no waiver or waivers shall [fol. 6441] be construed or thereafter be deemed as continuing or be set up as such by the Tenant, and that the

receipt of any rent hereunder or any portion thereto shall not be deemed to operate as a waiver of the right of the Landlord to enforce the payment of rent previously due or rights hereunder reserved to it for breaches of any of the covenants, conditions or agreements herein contained occurring prior to such receipt.

Sixteenth: The Tenant expressly waives, forfeits and surrenders any provision of law, now in force or which may hereafter be enacted, giving the Tenant the right, under any conditions, after default, to the redemption and repossession of the leased premises, or any part thereof, and releases the Landlord from the operation of any such provision.

Seventeenth: The Tenant hires said premises, after examination and without any representations on the part of the Landlord, and no representative or agent of said Landlord is authorized or permitted to make any representations in reference thereto or to vary or modify this agreement in any way. This instrument contains all the agreements and conditions made between the parties hereto. Any additions to, or alterations or changes in this contract, or other agreements hereafter made or conditions created to be binding, must be in writing signed by both parties, and it is agreed that this provision cannot be waived except by writing duly signed by the parties hereto.

Eighteenth: It is hereby agreed that the sending of a written notice and/or demand by registered mail, postage [fol. 6442] prepaid, and addressed to the Tenant at the premises herein demised shall be sufficient notice and/or demand in any case arising under this lease.

Nineteenth: The Tenant shall, in case of fire, give immediate notice thereof to the Landlord. If the premises shall be partially damaged by fire, the same shall be repaired, at the Landlord's expense, as speedily as practicable, due allowance being made for the time taken for the settlement of fire insurance claims and otherwise. The rent hereunder shall not cease, unless the damage shall be so extensive as to interfere with the use of the premises, in which event the rent shall abate proportionately until such time as the demised premises shall be tenantable. In the event of the total destruction of the building, including the demised premises, by fire, or otherwise, or in case the same

shall be so damaged, or injured, by fire that the Landlord shall deem it necessary to rebuild the same, then the rent shall be paid up to the time of such destruction, and then and from thenceforth this lease shall cease and come to an end.

Twentieth: The Tenant covenants and agrees that in addition to the other rights and remedies herein provided for, or which the Landlord may have at law or in equity, the Landlord shall have the right to enforce any and all covenants, conditions and agreements contained in this lease by injunction, and that the Landlord shall not be precluded from obtaining any remedy which it would otherwise have by reason of the specification herein of any particular remedy for a specific breach of the covenants, conditions, [fol. 6443] agreements or provisions of this lease.

Twenty-first: In order to induce the Tenant to enter into this lease and in consideration for so doing, the Landlord represents, warrants, covenants and agrees that it has full right and authority to make and enter into this lease; that it is the tenant under a certain lease dated December 13, 1913 between Thomas F. Anderson, as landlord, and Mitchel H. Mark, as tenant, the interest of the tenant under such lease having been assigned to the Landlord; that at the time of the commencement of this lease there will be no default by the Landlord as the tenant under said underlying lease and that this lease is a lien on the demised premises subject only to the lien of said underlying lease; that during the term of this lease, the Landlord will fully observe and perform and comply with all the terms, covenants and conditions on its part to be observed, performed and complied with, pursuant to the provisions of said underlying lease.

The Tenant takes the demised premises subject to the terms, covenants and conditions of said underlying lease. If the Landlord shall fail to perform any of the terms, covenants and conditions on its part to be performed under the underlying lease, the Tenant shall have the right, at its option, to make good any such default and to advance any and all sums which may be required to make good such default, and the Landlord agrees forthwith to repay to the Tenant any and all sums so advanced together with interest thereon at the rate of six per cent (6%) per annum, and in

the event of the failure of the Landlord so to do, the Tenant [fol. 6444] shall have the right from time to time, to deduct the amount of any such advance together with interest as aforesaid, from the rent or any other sum payable to the Landlord under this lease.

The Landlord covenants and agrees to immediately deliver to the Tenant, any notice of default received by the Landlord from the landlord under the underlying lease.

Twenty-second: In the event that Hubert P. Wallace shall become the owner of all the outstanding stock of the Tenant-corporation by virtue of an option, which he has, to purchase fifty per cent (50%) of the outstanding stock of the Tenant-corporation, then and in that event this lease shall be cancelled, and the Landlord and the Tenant covenant and agree to enter into a new lease for the unexpired portion of the term, all of the terms, covenants and conditions in this lease, including the option to extend the same for an additional period of five (5) years, to be incorporated in such new lease, but the rental in said new lease shall be as follows: For the period ending September 20, 1946 a minimum rental of One thousand six hundred sixty-six dollars and sixty-six cents ($1,666.66) a month payable on the fifth day of each month in advance for the month commencing on the twentieth day of the previous calendar month, and in addition to such minimum rental the Tenant shall pay to the Landlord, on the thirtieth day of each month for the month ending on the preceding twentieth day of such month, an amount equal to the difference between such minimum rental and seventeen per cent (17%) of the [fol. 6445] income of such theatre from all sources whatsoever during the month ending on the preceding 20th day of such month. During the period commencing September 20, 1946 and ending September 20, 1951, in the event that such lease is extended in accordance with the terms thereof, the minimum rental shall be Two thousand dollars ($2,000.00) per month payable on the fifth day of each month in advance for the month commencing on the twentieth day of the previous calendar month, and in addition to such minimum rental the Tenant shall pay to the Landlord, on the thirtieth day of each month for the month ending on the preceding twentieth day of such month, an amount equal to the difference between such minimum rental and seventeen per cent (17%) of the income of such

theatre from all sources whatsoever during the month ending on the preceding twentieth day of such month.

Twenty-third: The Landlord covenants and agrees that the Tenant on paying the rent herein reserved and performing the terms, covenants and conditions on the part of the Tenant to be kept and performed hereunder, shall and may peaceably and quietly have, hold and enjoy the demised premises and the personal property and equipment for the term aforesaid, free from molestation, eviction or disturbance by the Landlord or by any person claiming, by, through or under the Landlord.

Twenty-fourth: It is further agreed that the covenants herein shall apply to and bind the respective successors, legal representatives or assigns of the Landlord and Tenant.

[fol. 6446] In witness whereof, the parties hereto have caused their respective corporate seals to be hereunto affixed, and these presents to be signed by their duly authorized officers, the day and year first above written.

Syracuse Strand Theatre Company, Inc., By Stanley G. Falk, Pres.

Syracuse Community Theatre Corporation, By Charles F. Carr, Pres.

[fol. 6447] Agreement

Made in the City of Syracuse, State of New York, on September — 1941, between Syracuse Community Theatre Corporation, a corporation duly organized and existing under and by virtue of the Laws of the State of New York, having its principal place of business at Syracuse, New York, hereafter called the Corporation, and Hubert P. Wallace of the Town of Owasco, Cayuga County, New York, hereafter called Wallace.

Wherein it is mutually agreed as follows:

1. The Corporation hereby engages Wallace for and during the term hereinafter provided to render his services to the Corporation as Managing Director of the Strand Theater at 501 South Salina Street, and Wallace hereby accepts such engagement upon the terms hereinafter set forth.

2. Wallace as such Managing Director shall have sole, complete, and exclusive charge of the general conduct and presentation of the entertainment and exhibits given or to be given in said motion picture theater including (without limiting the generality of the foregoing) the following:

(a) Publicity and advertising.

(b) Selection, hire and discharge of musicians, and other employees, their demeanor and uniform.

(c) Selection of motion pictures and artists to be exhibited and to appear in the entertainment.

(d) Preparation of the form of and the programs constituting the entertainment and exhibitions.

(e) Decorations and displays inside and outside the said motion picture theater.

(f) Correspondence directed to such motion picture theater relating to administration, entertainments and exhibitions.

[fol. 6448] (g) The general policy with respect to the character of the entertainment and exhibitions suitable or adapted to the said motion picture theatre.

3. (a) The term of this contract shall commence, on September 15, 1941, and shall continue for a period of five years thereafter.

(b) Wallace shall have the option to renew this agreement for a further period of five years commencing September 15, 1946, provided however, that such option may not be exercised unless the Corporation's lease of said theater shall be continued during such extended period.

4. The Corporation agrees to pay Wallace and Wallace agrees to accept for his services rendered the following: Fifty (50%) per cent of the first Fifteen Thousand ($15,000.00) Dollars of the net profits as hereinafter defined of said Corporation resulting from the operation of said theater and in addition thereto one-third (1/3) of the net profits of such operation in excess of Twenty Thousand ($20,000.00) Dollars per annum; such net profits shall be computed annually and payments shall be made on or before October 10th in each year commencing October 10, 1942. Computations based upon such annual profits may be made more frequently when and as determined by the Board of

Directors of the Corporation but a final settlement shall be made on or before the 10th day of October of each year as above provided when the annual profits are determined.

5. For the purpose of computing the net profits as provided in paragraph "4" hereof, the net profits from the operation of said theater shall be the actual net profits as determined by good accounting practices before the deduction of any Federal or State taxes based upon income and before the computation and payment of any rent beyond [fol. 6449] the minimum amount specified in the lease of said theater.

6. It is understood and agreed that Wallace will not be required to devote his entire time in the performance of the services herein specified.

In witness whereof, the Corporation has caused this Instrument to be signed by its President, thereunto authorized, and its corporate seal to be affixed, attested by its Secretary, and Wallace has hereunto set his hand and seal the day and year first above written.

Syracuse Community Theater Corporation, By: Charles F. Carr, President.

H. P. Wallace.

[fol. 6450] [Endorsed:] Agreement between Hubert P. Wallace and Syracuse Strand Theatre Company, Inc.

Dated: September —, 1941.

[fol. 6451] EXHIBIT 818

10/3/41.

Props., Strand, Syracuse, N. Y.

Return Engagement Specials

Heidi	75.00	Jesse James	75.00
Happy Landing	75.00	Thanks For Everything	75.00
In Old Chicago	75.00	Little Princess	75.00
Little Miss Bdy.	75.00	Alex. Graham Bell	75.00
Alex. Ragtime Band	75.00	Rose Wash. Sq.	75.00
My Lucky Star	75.00	Young Mrs. Lincoln	75.00
Suez	75.00	Second Fiddle	75.00
Just Around the Corner	75.00		

$40.00 for companion picture to go with picture listed.
Companion picture to be selected from list Co. will furnish upon request.
To be selective in groups of five.

(Signature illegible)

[fol. 6452] 10/3/41.

Strand Syracuse, Props.

Selection of 25 pictures 40/41 season, group K8—No Run.

10 at $100.00.	Western Union.
Frank James.	That Night in Rio.
Down Argentine Way.	Blood & Sand.
Mark of Zorro.	Moon Over Miami.
Tin Pan Alley.	Great American Broadcast.
Chad Hanna.	

15 @ $50.00, to be selected from balance of releases. List attached.

(Signature illegible)

[fol. 6453] 10/3/41.

Props., Strand Theatre, Syracuse

Ahead of Empire Theatre

Charlie's Aunt, $200.00 or 35%—4 days, Sat.-Sun.-Mon.-Tue. Available 10/29-41.
Private Nurse, $75.00 Flat—Available 11/20-41.
Wild Geese Calling, $150.00 Flat—Available 12/10-41.
Sun Valley Serenade, $200.00 or 35%.
Dressed to Kill, $100.00 Flat.
4 days. Sat.-Sun.-Mon. Tue. Available 12/10/41. Sun Valley & Dressed to Kill to be played on same bill.
650 Bingo—from gross.
50-50—over $1200.

(Signature illegible)

[fol. 6454] EXHIBIT 820

Postal Telegraph

Mackay Radio All America Cables

Commercial Cables Canadian Pacific Telegraphs

1940 Sep 18 PM 1 57.

UA2 12 26 SER-PRK Buffalo NY 18 143P

Strand Theatre, Syracuse, N. Y.

Impossible supply Jurry Charlie Sept. 24-26 or They Meet Again 27-30. Suggest Saints Vacation, also first run Sept. 24-26. Will advise later regarding 27-30. Please wire. RKO Radio Pictures Inc.

24-26 27-30 24-26 27-30.

[fol. 6455] EXHIBIT 823

Duplicate

Original

Harry Schwartz and Charles J. Schwartz and Vernon K. Schwartz and Schine Lexington Corporation and Southland Amusement Company, Inc.

Agreement

[fol. 6456] Agreement made and entered into this 15th day of September, 1939, by and between Southland Amusement Company, Inc., a corporation duly organized and existing under and by virtue of the Laws of Kentucky, hereinafter called the "Lessor," party of the first part, and Schine Lexington Corporation, a corporation duly organized and existing under and by virtue of the Laws of the State of New York and duly qualified to do business in the State of Kentucky, hereinafter called the "Lessee," party of the second part, and Harry Schwartz, Vernon K. Schwartz, his wife and Charles J. Schwartz, hereinafter called the "Stockholders," parties of the third part,

Witnesseth:

The Lessor represents and warrants that it is the owner in fee of those certain premises located in the City of Lexington, Fayette County, State of Kentucky, known as the "Opera House," and located at 143 North Broadway, Lexington, Kentucky, more particularly described in the lease executed concurrently with this agreement, together with all furniture, fixtures, personal property and equipment of every kind and nature now used or located therein.

The Lessor has been conducting in and about said premises the business of operating a motion picture theatre and desires to sell the business and good-will thereof unto the Lessee upon the terms and conditions hereinafter set forth. [fol. 6457] The Stockholders own all but three shares of the total outstanding capital stock of the Lessor and join this agreement for the purpose of inducing the Lessee to lease the said theatre.

In consideration of the premises and of the mutual covenants, promises and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

1. The Lessor hereby grants, sells, assigns and transfers unto the Lessee absolutely and forever the entire and complete business and good-will of the motion picture, theatrical, amusement and exhibition business, heretofore conducted by the Lessor in the City of Lexington, Kentucky, and specifically in the theatre known as the "Opera House", Lexington, Kentucky.

2. In order to effectuate the foregoing sale, the Lessor and the Lessee have concurrently herewith executed a lease from the Lessor unto the Lessee, under which the Lessor has demised and leased unto the Lessee those certain premises known as the "Opera House", 143 Broadway, Lexington, Kentucky, more particularly described in said lease, together with the furniture, fixtures, equipment and any and all personal property of any and every kind and nature now located or used therein, upon terms and conditions set forth in said lease, for a term of fifteen (15) years, each [fol. 6458] and every term and provision of which said lease is hereby made a part hereof as if herein set forth at length.

3. In order to induce the Lessee to make and enter into this agreement, and make and enter into the lease provided

for under the terms hereof, the Lessor and the Stockholders hereby jointly and severally covenant to and with the Lessee as follows:

The Lessor and the Stockholders jointly and severally agree to and with the Lessee that they will not, nor will any one or more of them, for and during a period of fifteen (15) years from and after the date hereof, be or become engaged in or participate or have any interest of any nature whatsoever in, the motion picture, theatrical or amusement business in the capacity of owner, employee, partner, stockholder or in any other manner whatsoever, either directly or indirectly, in any town or city in the State of Kentucky, in which the Lessee or any of its affiliated or associated companies are now engaged in business, provided, however, that this covenant shall not prevent the Lessor or the Stockholders from investing in stocks or securities listed upon any recognized stock exchange.

4. In full consideration of and payment for the sale of the said business and good will and the making of the lease herein provided for, and all of the other covenants and [fol. 6459] agreements of the Lessor and the Stockholders herein set forth, the Lessee agrees to pay unto the Lessor the sum of Twenty-two thousand five hundred dollars ($22,500), payable as follows:

Ten thousand dollars ($10,000) by depositing the same in escrow with the First National Bank & Trust Company of Lexington, Kentucky, upon the execution hereof, to be paid over unto the Lessor on the 14th day of October, 1939 upon delivery by the Lessor to the Lessee of possession of the said demised premises.

Five thousand dollars ($5,000) six (6) months after the date hereof, which said payment shall be represented by the promissory note of the Lessee, endorsed by Phoenix Amusement Company, a Kentucky corporation, bearing interest at the rate of six per cent (6%) per annum and payable at the First National Bank & Trust Company of Lexington, Kentucky.

Seven thousand five hundred dollars ($7,500) twelve (12) months after the date hereof, which said payment shall be represented by the promissory note of the Lessee, indorsed by Phoenix Amusement Company, a Kentucky corporation, bearing interest at the rate of six per cent (6%) per annum

and payable at the First National Bank & Trust Company of Lexington, Kentucky.

In Witness Hereof, the undersigned have duly executed these presents under seal this 15th day of September, 1939.

Southland Amusement Company, Inc., by Harry Schwartz, Pres. Schine Lexington Corporation, by Willard S. McKay, Vice Pres. Vernon K. [fol. 6460] Schwartz (L. S.), by Harry Schwartz (L.S.), Attorney-in-fact. Charles J. Schwartz (L.S.).

[fol. 6461] State of New York,
County of New York, ss:

On this 15th day of September, 1939, before me appeared Harry Schwartz, to me known, who, being by me duly sworn, did depose and say that he resides in Lexington, Kentucky; that he is the President of Southland Amusement Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County, Queens Co. Clerk's No. 1834, Reg. No. 1531. N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission expires March 30, 1940.

State of New York,
County of New York, ss:

On this 15th day of September, 1939, before me appeared Willard S. McKay, to me known, who, being by me duly sworn, did depose and say that he resides in Greenwich, Conn.; that he is the Vice President of Schine Lexington Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the.

Board of Directors of said corporation and that he signed his name thereto by like order.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County, Queens Co. Clerk's No. 1834, Reg. No. 1531. N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission expires March 30, 1940.

[fol. 6462] STATE OF NEW YORK,
County of New York, ss:

On this 15th day of September, 1939, before me personally appeared Harry Schwartz and Charles J. Schwartz, the individuals mentioned in and who executed the foregoing instrument, and they duly and severally acknowledged to me that they executed the same.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County, Queens Co. Clerk's No. 1834, Reg. No. 1531. N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission expires March 30, 1940.

STATE OF NEW YORK,
County of New York, ss:

On this 15th day of September, 1939, before me personally appeared Harry Schwartz, the attorney-in-fact for Vernon K. Schwartz, the individual mentioned in the foregoing instrument, and he duly acknowledged to me that he executed the same as and for Vernon K. Schwartz, as her attorney-in-fact.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County, Queens Co. Clerk's No. 1834, Reg. No. 1531. N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission expires March 30, 1940.

[fol. 6463] EXHIBIT 824

SIXTH ANNUAL S. R. KENT DRIVE

Dedicated to Sidney R. Kent's 20 years of Leadership in the Motion Picture Industry

August 14th to December 17th 1938

TWENTIETH CENTURY-FOX FILM CORPORATION

1632-1638 Central Parkway, Cincinnati, Ohio

Phone: Parkway 5867-5868

November 7, 1938.

Mr. Harry Schwartz,
Southland Amusement Co.,
Lexington, Ky.

DEAR MR. SCHWARTZ:

Thank you for your letter of November 4th.

We regret that our product apparently will not be available for you in Paris, inasmuch as we have a franchise with Schine there and, of course, inasmuch as they are our old account in the town we shall continue to offer our product to them in accordance with the policy of our company.

Very truly yours, J. J. Grady, Branch Manager.

JJG/d.

[fol. 6464] EXHIBIT 825

RKO RADIO PICTURES, INC.

1634 Central Parkway, Cincinnati, Ohio

November 7, 1938.

Mr. Harry Schwartz,
Opera House,
Lexington, Ky.

DEAR HARRY:

Replying to your letter of November 4th, all of our service is under contract to play first run at Paris, Ky., but by the time you begin operation in that situation, which accord-

ing to your letter will be March 1st, 1939, we may have some service available for you.

With kindest regards, I am

Very truly yours, S. C. Jacques, Branch Manager.

SCJacques/L.

[fol. 6465] EXHIBIT 826

UNIVERSAL FILM EXCHANGES INC.

1634 Central Parkway, Cincinnati, Ohio

November 10th, 1938.

Mr. Harry Schwartz, President
Southland Amusement Company, Inc.
Opera House
Lexington, Ky..

DEAR HARRY:

Note from your letter of November 4th that you anticipate building a new theater in Paris and expect to be in operation by March 1st.

For your information, our product has already been sold in Paris. However, there is a possibility of serving you with various pictures that have not been played in Paris during the past year.

It is my suggestion that you let this matter rest until you are ready to open this new house.

Cordially, Universal Film Exchanges, Inc., Paul E. Krieger, Branch Manager.

PEK:NG.

[fol. 6466] EXHIBIT 828

SOUTHLAND AMUSEMENT COMPANY, INC.,

and

SCHINE LEXINGTON CORPORATION

and

HARRY SCHWARTZ, VERNON K. SCHWARTZ, CHARLES J. SCHWARTZ

AGREEMENT

[fol. 6467] Agreement made and entered into this 15th day of September, 1939, by and between Harry Schwartz, a resident of Lexington, Kentucky, hereinafter called the "Assignor", party of the first part, Charles J. Schwartz and Vernon K. Schwartz (the wife of Harry Schwartz), residents of Erie, Pennsylvania and Lexington, Kentucky, respectively, hereinafter called the "Associates", parties of the second part and Schine Lexington Corporation, a New York corporation, duly qualified to do business in the State of Kentucky, hereinafter called the "Assignee", party of the third part, and Southland Amusement Company, Inc., a corporation duly organized and existing under and by virtue of the Laws of the State of Kentucky, hereinafter called the "Guarantor", party of the fourth part,

Witnesseth

The Assignor hereby covenants, represents, warrants and guarantees that he is the sole and exclusive lessee under good, valid and subsisting leases of the following described properties, located in the City of Paris, Bourbon County, Kentucky, to wit:

Parcel A

A certain lot of land situated in said City of Paris, Kentucky, fronting thirty-five (35) feet, more or less, on Chestnut Street (now Seventh Street), and lying and being on the East or North-east side thereof, between Main and High Streets, and running back between [fol. 6468] parallel lines in a Northerly direction, a distance of thirty (30) feet, more or less, to and adjoining the lot of the said lessor now under lease by

her to L. B. Baldwin. The above described lot is bounded on one side by the property of L. B. Baldwin and Grover C. Baldwin, and on the other side by the property of Miss Addie Harrison.

Parcel B

A certain storeroom and lot of ground, upon which it stands, situated on the West side of Main Street in the City of Paris, Kentucky, at the intersection of Main and Seventh (formerly Chestnut) Streets, fronting on Main Street 30 feet and extending back therefrom with Seventh (formerly Chestnut) Street 90 feet of uniform width throughout.

Being a part of the same property conveyed to Grover C. Baldwin by L. B. Baldwin by deed dated September 12, 1930 and of record in Deed Book 115, page 293 in the office of the clerk of the Bourbon County Court.

under two certain leases, copies of which are hereto annexed and hereby made a part hereof, marked "Exhibits A and B," respectively.

The Assignor desires to sell and assign the said leases unto the Assignee, fully and absolutely and for the entire remainder of their respective terms, free and clear of and from any and all charges or encumbrances of any and every nature whatsoever, upon the terms and conditions hereinafter set forth, and the Assignee is willing to purchase and acquire said leases upon said terms and conditions.

Now, therefore, in consideration of the premises and of the mutual covenants, promises and agreements herein contained and of the mutual covenants, promises, representations, warranties and agreements herein contained and set [fol. 6469] forth, the parties hereto have agreed and do hereby agree as follows:

1. The Assignor hereby grants, assigns and transfers unto the Assignee, its successors and assigns, fully and absolutely, all that certain leasehold estate created by that certain instrument bearing date the 22nd day of April, 1939, by and between Mary T. Kelly, a single woman, of Paris, Bourbon County, Kentucky, as lessor, and Harry Schwartz, of Lexington, Fayette County, Kentucky, as lessee, a copy of which is annexed hereto, made a part hereof

and marked "Exhibit A", and the Assignor does for himself, his heirs, executors, administrators and assigns covenant and agree to and with the said Assignee to warrant and defend the foregoing grant unto the Assignee, its successors and assigns, against all and every person or persons whomsoever.

2. The Assignor hereby grants, assigns and transfers unto the Assignee, its successors and assigns, fully and absolutely, all that certain leasehold estate created by that certain instrument bearing date the 2nd day of November, 1938, by and between Grover C. Baldwin and his wife, Gladys Talbott Baldwin, of Paris, Bourbon County, Kentucky, as lessor, and Harry Schwartz, of Lexington, Fayette County, Kentucky, as lessee, a copy of which is annexed hereto, made a part hereof and marked "Exhibit B", and the Assignor does for himself, his heirs, executors, administrators and assigns covenant and agree to and with the [fol. 6470] said Assignee to warrant and defend the foregoing grant unto the Assignee, its successors and assigns, against all and every person or persons whomsoever.

3. In order to induce the Assignee to purchase the two leases above-mentioned, and to pay the consideration hereinafter set forth therefor, the Assignor and the Associates hereby jointly and severally covenant and agree to and with the Assignor, its successors and assigns, that they will not, nor will any one or more of them, for and during a period of fifteen (15) years from and after the date hereof, be or become engaged in or participate or have any interest of any nature whatsoever in, the motion picture, theatrical or amusement business in the capacity of owner, employee, partner, stockholder or in any other manner whatsoever, either directly or indirectly, in any town or city in the State of Kentucky, in which the Assignee or any of its affiliated or associated companies are now engaged in business, provided, however, that this covenant shall not prevent the Assignor or the Associates from investing in stocks or securities listed upon any recognized stock exchange.

4. The Assignee hereby accepts the foregoing grant, assignment and transfer and hereby undertakes and agrees to keep, perform and abide by all of the terms, provisions and conditions of the two said leases upon the part of the respective lessees thereof to be performed, accruing from and after the effective date of this agreement.

[fol. 6471] 5. The Assignor and the Guarantor hereby represent, warrant and guarantee that as of the effective date of this agreement there will be no charges or encumbrances against the two respective leasehold estates hereby assigned of any nature or character whatsoever and hereby covenant and agree that they will indemnify and hold harmless the Assignor against any and all such charges or encumbrances, and the Guarantor expressly agrees that in the event that the Assignee shall at any time be required to pay or discharge any charge or encumbrance against the said leasehold estates, accruing prior to the effective date of this agreement, the Assignee shall be entitled to deduct the amount of any such payment from any payment due the Guarantor from the Assignee under either (1) an agreement entered into concurrently herewith between the Guarantor and the Assignee in relation to the leasing by the Guarantor to the Assignee of a certain theatre known as the "Opera House", located in Lexington, Kentucky, or (2) any rental payable by the Assignee to the Guarantor under the terms and conditions of the lease between the Guarantor and the Assignee pursuant to the said agreement.

6. In full payment and compensation of and for the grant and assignment of the two said leases and all rights granted unto the Assignee hereunder, and all warranties, covenants, promises and agreements of the Assignor, the Associates and the Guarantors herein, the Assignee has agreed to pay, and upon the execution and delivery of these presents has [fol. 6472] paid unto the Assignor, the sum of Five thousand dollars ($5,000), the receipt whereof by the Assignor is hereby acknowledged.

7. This agreement shall become effective as of the date hereof.

In witness whereof, the undersigned have duly executed these presents under seal this 15th day of September, 1939.

Harry Schwartz (L.S.), Vernon K. Schwartz (L.S.), By Harry Schwartz (L.S.), Attorney-in-fact. Schine Lexington Corporation, By Willard S. McKay, Vice President. Southland Amusement Company, Inc., By Harry Schwartz, Pres., Chas. J. Schwartz (L.S.).

[fol. 6473] STATE OF NEW YORK,
County of New York, ss:

On this 15th day of September, 1939, before me personally appeared Harry Schwartz, the individual mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County. Queens Co. Clerk's No. 1834, Reg. No. 1531. N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission expires March 30, 1940.

STATE OF NEW YORK,
County of New York, ss:

On this 15th day of September, 1939, before me personally appeared Charles J. Schwartz, the individual mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County. Queens Co. Clerk's No. 1834, Reg. No. 1531, N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission Expires March 30, 1940.

STATE OF NEW YORK,
County of New York, ss:

On this 15th day of September, 1939, before me personally appeared Harry Schwartz as attorney-in-fact for Vernon K. Schwartz, the individual mentioned in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same as said attorney-in-fact.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County. Queens Co. Clerk's No. 1834, Reg. No. 1531. N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission expires March 30, 1940.

[fol. 6474] STATE OF NEW YORK,
County of New York, ss:

On this 15th day of September, 1939, before me personally appeared Willard S. McKay, to me known, who, being by me duly sworn, did depose and say that he resides in

Greenwich, Conn.; that he is the Vice President of Schine Lexington Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County. Queens Co. Clerk's No. 1834, Reg. No. 1531. N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission expires March 30, 1940.

STATE OF NEW YORK,
County of New York, ss:

On this 15th day of September, 1939, before me personally appeared Harry Schwartz, to me known, who, being by me duly sworn, did depose and say that he resides in Lexington, Kentucky; that he is the President of Southland Amusement Company, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Hannah Seidel, Notary Public.

Hannah Seidel, Notary Public, Queens County. Queens Co. Clerk's No. 1834, Reg. No. 1531. N. Y. Co. Clerk's No. 398, Reg. No. CS275. Commission Expires March 30, 1940.

[fol. 6475] EXHIBIT A

This indenture of lease, made and entered into this the 22nd day of April, 1939, by and between Mary T. Kelly, a single woman, of Paris, Bourbon County, Kentucky, hereinafter called the lessor, and Harry Schwartz, of Lexington, Fayette County, Kentucky, hereinafter called the lessee.

Witnesseth: That the said lessor, in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the lessee, does hereby demise, let and lease unto the said lessee, for a period of twenty (20) years,

commencing June 1st, 1939, and ending June 1st, 1959, the following described property, located in the City of Paris, Bourbon County, Kentucky, and more particularly described as follows:

A certain lot of land situated in said City of Paris, Kentucky, fronting thirty-five (35) feet, more or less, on Chestnut Street (now Seventh Street), and lying and being on the East or North-east side thereof, between Main and High Streets, and running back between parallel lines in a Northerly direction a distance of thirty (30) feet, more or less, to and adjoining the lot of the said lessor now under lease by her to L. B. Baldwin. The above described lot is bounded on one side by the property of L. B. Baldwin and Grover C. Baldwin, and on the other side by the property of Miss Addie Harrison.

The said premises hereby leased are to be used by the lessee in connection with the Grover C. Baldwin property now under lease to him, for the operation of a motion [fol. 6476] picture theater, or for such other lawful purpose, or purposes, as said lessee in his discretion may desire.

The lessee agrees to pay to the lessor, for the premises hereby leased, an annual rental of Three Hundred Dollars ($300.00), payable in equal monthly installments of Twenty-Five Dollars ($25.00) per month in advance, on the first of each and every month during the term of this lease.

Said lessee does hereby further agree to pay all taxes assessed against said premises, also the insurance, repairs and upkeep on any buildings or improvements made by him on the leased premises, and any and all other expenses necessary or incidental to his operation of any business on the said premises, during the period of this lease.

Said lessee further covenants and agrees to pay said rent, together with taxes and insurance and other expenses, at the time and in the manner prescribed in the lease, and to use the premises in a safe, careful and proper manner.

In the event said lessee fails to pay said rent for a period of sixty (60) days after the same shall become due and payable, or upon the breach of any of the covenants herein contained, then lessor may terminate this lease and re-enter said premises and take possession of same, provided the lessor shall not be prejudiced as to any rights she may have for unpaid rental by so taking possession of said premises. In case of such default in payment of rent and the re-entry

of lessor, said lessor agrees to relet said premises to Grover C. Baldwin for the remainder of the term upon the same [fol. 6477] terms and conditions as stated and contained herein, if he desires to exercise such a privilege; otherwise, said lessor may relet said premises for the remainder of the term for the highest rent obtainable and may recover any deficit from the lessee.

Lessee further covenants and agrees that in the event any building, or buildings, are erected or constructed on the premises herein leased, the same shall conform to the building and fire ordinances and regulations of the City of Paris, Kentucky.

Lessor hereby covenants and agrees with said lessee that said lessee shall have the peaceable and quiet enjoyment of said premises during the term of this lease, provided that said lessee keeps and performs said covenants herein contained.

During the continuance of this lease, the lessee may from time to time change or alter any of the improvements that may hereafter be located upon said premises, or may make any improvements upon said premises, in any manner in which said lessee may from time to time desire, provided said changes or alterations shall not lessen the value of said premises.

A lien is hereby reserved to said lessor upon all of the estate of the lessee hereby granted, and upon all of the improvements now or hereafter located on said premises, to secure the payment of the rents and performance of the covenants herein contained.

It is further agreed that the buildings and other improvements which may be erected on the premises hereby leased shall remain and become the property of the lessor at the termination of this lease.

[fol. 6478] All of the covenants, agreements and conditions of this lease shall inure to and be binding on the heirs, successors, personal representatives and assigns of the parties hereto.

In testimony whereof the parties have hereunto affixed their signatures in duplicate to this instrument on the day and year first above written.

Mary T. Kelly, Harry Schwartz.

STATE OF KENTUCKY,
County of Bourbon.

I, Lillian Hough, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day personally appeared before me in said County Mary T. Kelly, a single woman, and Harry Schwartz, who acknowledged that they did sign the foregoing lease, and that the same is their free act and deed, for the uses and purposes therein set forth.

My commission expires May 22, 1942.

Given under my hand and seal of office this the 22 day of April, 1939.

Lillian Hough, Notary Public, Bourbon County, Kentucky. (Seal.)

[fol. 6479] EXHIBIT B

This Indenture, made and entered into this 2nd day of November, 1938, by and between Grover C. Baldwin and his wife, Gladys Talbott Baldwin, of Paris, Bourbon County, Kentucky, hereinafter called lessor, and Harry Schwartz, of Lexington, Fayette County, Kentucky, hereinafter called lessee,

Witnesseth: That said lessor in consideration of the rents and covenants hereinafter stipulated to be paid and performed by the Lessee, does hereby demise, let and lease the following described property located in the City of Paris, Bourbon County, Kentucky, and more particularly described as follows, to-wit:

A certain storeroom and lot of ground, upon which it stands, situated on the West side of Main Street in the City of Paris, Kentucky, at the intersection of Main and Seventh (formerly Chestnut) Streets, fronting on Main Street 30 feet and extending back therefrom with Seventh (formerly Chestnut) Street 90 feet of uniform width throughout.

Being a part of the same property conveyed to Grover C. Baldwin by L. B. Baldwin by deed dated September 12, 1930 and of record in Deed Book 115, page 293 in the office of the clerk of the Bourbo County Court.

The said premises are to be used by the lessee for the construction and operation of a motion picture theatre

and for such other purpose or purposes as said lessee may, in his discretion, desire for a period of twenty (20) years from the date hereof for an annual rental of Two Thousand Six Hundred and Forty ($2640.00) Dollars, to be paid in [fol. 6480] equal monthly installments of Two Hundred and Twenty ($220.00) Dollars each, on the first day of each and every month during said term beginning, however, on March 1, 1939. Said lessee does hereby covenant and agree with said lessor to pay said rent at the time and in the manner aforesaid and to use said premises in a careful, safe and proper manner.

In the event said lessee fails to pay said rent for a period of sixty (60) days after the same shall become due and payable, or upon the breach of any of the covenants herein contained then lessor may terminate this lease and re-enter said premises and take possession of same, provided the lessor shall not be prejudiced as to any rights he may have for unpaid rental by so taking repossession of said premises. In case of such default in payment of rent and the re-entry of lessor, said lessor may relet said premises for the remainder of the term for the highest rent obtainable and may recover any deficit from the lessee.

Lessor hereby covenants and agrees with lessee that the said lessee shall peacefully and quietly enjoy said premises during the term of this lease, provided that the said lessee keeps and performs the covenants and conditions herein contained.

Lessor agrees to pay State, County and City taxes on the property herein described and lessee agrees to pay all excise and license taxes necessary or incidental to the operation of said business on said property for any purpose or purposes. Lessee further agrees to pay for all water, gas, electric, janitor services and any other expenses necessary or incidental to his operation of any business on the property hereinbefore described.

[fol. 6481] During the continuance of the lease the lessee may from time to time change, alter or add to the improvements now or hereafter upon said premises in any manner in which said lessee may from time to time desire, provided always that said changes or alterations shall not lessen the value of improvements on said premises.

Said lessor hereby covenants and agrees that during the continuance of this lease he will, at his own expense, insure and keep insured against fire the improvements located on

the property hereinbefore described in the sum of Fourteen Thousand ($14,000.00) Dollars. In the event the lessee so alters said premises that additional insurance may be desired or required, then and in that event lessor agrees to increase the amount of insurance and the lessee is to pay the premiums for all of such increased insurance over and above the said Fourteen Thousand ($14,000.00) Dollars, and in the event of loss by fire the lessee shall be entitled to be compensated by any insurance company or companies only in the proportion that the sum or sums of money he has advanced to lessor for premiums bears to the total amount of premiums paid.

A lien is hereby reserved to said lessor upon all of the estate of the lessee hereby granted and upon all improvements now or hereafter on said premises to secure the payment of rent and the performance of the covenants herein contained.

Provided further that in case said premises, without fault or negligence of the lessee, shall be so injured by the elements or by fire or other causes as to be unfit for occupancy [fol. 6482] then the proceeds from any insurance policy or policies shall be used for the purpose of defraying any or all expense incurred to replace said premises in substantially the same condition as they were prior to said casualty. In the event that the proceeds from any such policy or policies are not sufficient to restore said premises then at the option of the lessee all of the proceeds available shall be used for the purpose of reconstructing said premises and said lessee shall, at his own expense, defray the additional costs necessary to replace said building in substantially its original condition. In the event that the proceeds from said insurance policy are not sufficient to defray the expense of reconstructing said premises and the lessee does not elect to pay the difference between the total costs of reconstruction and the proceeds available, within sixty (60) days thereafter, then and in that event this lease shall be cancelled and all of the proceeds from said policy or policies shall become the property of the lessor.

Lessee shall be liable for the payment of all rent up to and including the time when said casualty, if any occurs, but shall not be liable for the payment of any rental between the date of such casualty and the time when said building has been so repaired or rebuilt so as to be fit for occupancy.

In the event that the lease is cancelled because of such casualty the lessee shall be liable for rent until the date of same.

All of the agreements, covenants and conditions of this lease shall inure to and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.

In witness whereof the parties have hereunto affixed their [fol. 6483] signature in duplicate to this instrument this the day and year first above written.

Grover C. Baldwin, Gladys Talbott Baldwin, Harry Schwartz.

STATE OF KENTUCKY,
County of Bourbon:

I, Mabel Stone, Notary Public in and for the State and County aforesaid, do hereby certify that the foregoing Lease from Grover C. Baldwin, etc. to Harry Schwartz was this day produced before me in my office and signed by Grover C. Baldwin, Gladys Talbott Baldwin and Harry Schwartz and acknowledged by each of them to be their act and deed for the purpose therein set forth.

In testimony whereof, witness my hand and official seal this the 2nd day of November, 1938.

My commission expires on the 6th day of January, 1941.

Mabel Stone, Notary Public, Bourbon County, Kentucky.

[fol. 6484]

EXHIBIT 832

House closed except on dates listed below:

Empire Syracuse Sept. 12-41 to Feb. 11-42

Attractions		Dates	Admission Prices
Claudia	(Stage)	Sept. 12-13	55¢, 83¢, $1.10, $1.65 2.20, 2.75 inc. Fed. Tax
That Night In Rio & Men of Boys' Town		Sept. 16-19	.10, .15, .20 no tax
Arsenic & Old Lace	(Stage)	Sept. 20	same as Claudia
Ziegfeld Girl & Strawberry Blonde		Sept. 21-25	10-15-20
Rags to Riches & Singers' Midgets	(Stage)	Sept. 26-Oct. 2	15-17-30-40-50 inc. Fed. Tax
Icecapades & Ted Lewis Orch.	(Stage)	Oct. 3-5	17-30-40-50 " " "
Knute Rockne All American & Kitty Foyle		Oct. 6-8	11-22 " " "
Sergeant York		Oct. 9-16	17-40-55 " " "
Hit the Road & Fats Waller & Orch.	(Stage)	Oct. 17-22	17-30-40-55 " " "
Separate Rooms	(Stage)	Oct. 23	same as Claudia
Cracked Nuts & Five Acts Vaudeville	(Stage)	Oct. 24-26	17-30-40 " " "
Fighting 69th & Third Finger Left Hand		Oct. 27-29	11-22 " " "
Life With Father	(Stage)	Oct. 30-Nov. 1	same as Claudia
The Philadelphia Story & Tin Pan Alley		Nov. 2-4	11-22 " " "

[fol. 6485]

Empire Syracuse

1941

Navy Blues & Pittsburgh Kid		Nov. 5-11	17-30-44 inc. Fed. Tax
No Greater Sin & Zis Boom Bah		Nov. 12-25	17-30-44 " " "
Glamour Boy & Night of January 16th		Nov. 26-Dec. 2	same
New York Town & Burma Convoy		Dec. 3-Dec. 9	same
One Foot In Heaven & Moonlight in Hawaii		Dec. 10-16	same
Sailors on Leave & Rollies of 1942	(Stage)	Dec. 25-28	17-30-40-55 " " "
Theatre rented		Dec. 30 1942	
Swing It, Soldier & Deep River Boys	(Stage)	Mid Show Jan. 1-4	17-30-40-55 " " "
Mr. District Atty., Carter Case & Gay 90's Revue	(Stage)	Jan. 9-11	17-30-40-55 " " "
Devil Pays Off & Hellaballoo	(Stage)	Jan. 16-18	17-30-40-55 " " "
Theatre	(Stage)	Jan. 21	55-83-1.10-1.65 220-2.75 " " "
Public Enemies & Bernie Cummins Orch.	(Stage)	Jan. 23-25	17-30-40-55 " " "
Mercy Island & Insanities of 1942	(Stage)	Jan. 30-Feb. 1	17-30-40-55 " " "
Candle In the Wind	(Stage)	Feb. 3	same as Theatre
Native Son	(Stage)	Feb. 10-11	same as Theatre

[fol. 6486] EXHIBIT 834

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros. Pictures
Vitaphone Short Subjects

Home Office, 321 West 44th Street, New York City

July 16th, 1934.

Mr. Peter C. Vournakis,
Strand Theatre,
Watertown, N. Y.

DEAR MR. VOURNAKIS:

Referring to your several letters addressed to our Albany Branch, please be advised that at the present time we have a satisfactory account as second run in Watertown; but should an occasion arise at a later date, we will ask Mr. Ray Smith to get in touch with you.

Cordially yours, R. Mochrie.

R. Mochrie/NL.
CC: Mr. Ray Smith.

[fol. 6487] June 25th, 1934.

Fox Picture Corp.
1052 Broadway,
Albany, New York

GENTLEMEN:

This letter is to advise you that I am interested in buying the 1934-1935 product from your Company second run in Watertown for my Theatres.

No doubt you are aware of the fact that during the seasons of 1931 to 1933 I only bought second run in Watertown. Last year I made an attempt to buy second run but I was unable to secure same for the reason your Company sold the second runs away.

Kindly advise me by return mail when I may expect your representative to call on me with reference to negotiating a deal on your product second run in Watertown.

Yours very truly, —— ——, Manager.

PCG:MG.
Reg. Mail.

[fol. 6488] EXHIBIT 845

September 20, 1939.

Mr. Peter Vournakis of the Strand and Liberty Theatres, Watertown, has requested, and I have agreed, to reduce the clearance of 60 days second run over third run to 30 days, on the following companies: Paramount, Fox, Warners, RKO and United Artists.

Geo. V. Lynch, Pete Vournakis.

[fol. 6489] EXHIBIT 846

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF NEW YORK

Civil Action No. 223

UNITED STATES OF AMERICA, Plaintiff,

v.

SCHINE CHAIN THEATRES, INC., et al., Defendants

AFFIDAVIT

STATE OF NEW YORK,
County of Fulton, ss:

PETER VOURNAKIS, being duly sworn, deposes and says:

I am a citizen of the United States and reside in the City of Watertown, New York.

I have been in the theatre business in the City of Watertown, New York, for the past twenty years. A great portion of that time I have been operating, and still operate,

two theatres in opposition to the Schine theatres in that City, and during the entire period I never experienced any unpleasantness, and at no time have I had any difficulty in obtaining the pictures I wanted to buy. I have always found that their theatres were conducted in a businesslike manner and on a fair competitive basis.

Peter C. Vournakis.

Subscribed and sworn to before me this 20th day of September, 1939. —— ——, Notary Public, Fulton Co., N. Y.

[fol. 6490] EXHIBIT 864

Plaza Theatre
10 Pearl Street
Malone, New York

May 6, 1937.

Twentieth Century Fox Film Corp., Film Row, Albany, N. Y.

Att.; To Mr. Moe Grassgreen

DEAR SIR:

Sometime ago when in Albany I had a talk with you in regards to Second Run Policy. You informed me at that time that if I would buy 100% product, you would consider the deal and advise me immediately as to your disposition in this matter.

I am now open to buy pictures as follows:

100% 37-38 product, also shorts and news reels. 25 pictures—36-37 product.

If this proposition is O. K. please send you representative here at his earliest possible convenience.

Hoping to receive a reply by return mail, I remain,

Yours truly, Michael Boumansour, Plaza Theatre.

[fol. 6491] EXHIBIT 873

Young and Whitney, Inc.,
Owners and Operators
Capitol Theatre
Ilion, N. Y.

April 20, 1935.

Re: Contract signed this day between Fox Film Corp. and The Capitol Theatre, Ilion, N. Y.

It is understood and agreed that in the event that all Major Companies serving Herkimer during season 1935-36 sell and serve Ilion with a Clearance of 10 days after Herkimer. The Fox Film Corporation's feature product and short subjects are to become available likewise.

Signed and agreed to by: Keith Goldsmith, Fox Film Corp., Salesman.

[fol. 6492] EXHIBIT 879

STATE OF NEW YORK,
City of Ogdensburg,
City Clerk's Office, ss:

I, Simon S. Sargent, City Clerk of said city, do hereby certify that I have compared the foregoing copy with the original minutes of meeting of said city of record in this office, and that it is a correct transcript therefrom and of the whole said original.

In witness whereof I have hereunto subscribed 19 day of October 1944.

Simon S. Sargent, City Clerk. (Seal)

[fol. 6493] COPY FROM MINUTES MEETING COMMON COUNCIL HELD SEPTEMBER 4, 1940

Present: Hon. Francis B. Burns, Mayor and Aldermen Bower, Whalen, O'Hare, Cordwell, Miller Mulligan Doe and Ramie.

Absent: None.

August 15, 1940.

Hon. Francis B. Burns, Mayor and Common Council,

GENTLEMEN:

At a public auction held in the Council Chambers, City Hall, August 15, 1940, the following bids were received:

MacNaughton Public Market Lease, $1800 per annum by Lawrence J. Carkey, Utica, N. Y., for use as a theatre.

If you approve of any of these bids will you please authorize the Corporation Counsel to prepare the necessary deeds and leases.

Yours truly, M. M. Morse, City Treasurer. (Seal)

Alderman Cordwell moved that the bids as enumerated be accepted, with the exception of the MacNaughton Market lease and the bid of Ernest Whitcomb on 9 lots. Seconded by Alderman Ramie. All voting in the affirmative with the exception of Alderman Doe voting nay. Motion carried.

Utica, N. Y., Aug. 10, 1940.

City Treasurer, City of Ogdensburg, N. Y.

DEAR SIR:

In accordance with your request when the writer was in Ogdensburg, N. Y., this letter will serve as my bid for the market place building in your city.

We request a ten year lease, with an option of five years and five years.

We propose to pay you monthly in advance the sum of $1,800.00 per year rent (Eighteen Hundred Dollars) in (12) monthly installments of $150.00 each.

We propose to conduct a motion picture theatre in the building showing motion pictures, and other forms of entertainment in the theatrical profession only.

We propose to do all inside alterations to transform the building into a theatre, installing such equipment as seats, motion picture projectors, sound, carpet, side wall sound treatment, screen, etc., also marquee and theatre front.

[fol. 6494] Sept. 4, 1940

We propose that the city or lessor furnish a satisfactory heating system, and keep it in major repairs, keep the roof in repair, and building proper during the term of the lease.

My organization will furnish the heat for the building, lights, etc., also keep the sidewalks in front of the building clear of snow and ice during the winter.

We would want permission from the Council to do all the necessary alterations in order to transform the building into a modern motion picture. In the event of a deal, we would furnish the Council the blue prints of the plans of the remodeling and entire work to be done.

Very sincerely yours, (Signed) L. J. Carkey, Family Theatre Building, Utica, N. Y.

Alderman Cordwell, moved that the bid of L. J. Carkey be accepted subject to a lease to be drawn up by the Market Commissioner together with the Corporation Counsel for a term of ten (10) years, with on option of five (5) years. Carried, ayes all.

[fol. 6495] EXHIBIT 882

September 30th, 1940.

Mr. Lawrence J. Carkey, Family Theatre Building, Bleeker Street, Utica, New York.

DEAR SIR:

I am enclosing herewith proposed lease of the McNaughton Public Market, in duplicate. If the same meets with your approval, please execute and return, and we will procure the signature of the Mayor and the attestation of the City Clerk.

You may notice that the lease is drawn directly to you and not to the Kadevan Chain Theaters, Inc., as you suggested when you were in Ogdensburg. We feel that in view of the bid made in your name, and in view of the resolution adopted by the Common Council authorizing the lease to you personally, and in no way mentioning the Kadevan Corporation, that it would have been improper to draw the lease otherwise. I suspect that this will make no difference to you.

Very truly yours, William B. O'Connell, Corporation Counsel, City of Ogdensburg.

WBO'C/eip
Enc. (2)

[fol. 6496] EXHIBIT 886

Chickering 4-2200

VITAGRAPH, INC.

Distributors of

First National Pictures Warner Bros. Pictures
Vitaphone Short Subjects

Home Office: 321 West 44th Street, New York City

November 4, 1933.

Mr. Wm. C. Smalley, Smalley's Theatres, Inc., Cooperstown, N. Y.

DEAR BILL:

Mr. O. L. Van Horne, your attorney at Cooperstown, wrote me under date of October 26th requesting pictures for Norwich, and I am attaching herewith a copy of my reply to him.

Up to the present time the situation in Norwich has not changed and our pictures are all under contract there to the Schine Theatre.

Best wishes and kindest personal regards.

Cordially yours, A. W. Smith, Jr., General Sales Manager.

AWS:B

275—1879.

[f. 6497] Copy

November 1, 1933.

Mr. O. L. Van Horne, 201-204 Second National Bank Bldg., Cooperstown, N. Y.

DEAR MR. VAN HORNE:

Answering your letter of October 26th regarding the serving of a part or division of our 1933-34 product to Mr. Smalley's theatre at Norwich, N. Y., please be advised that all of this product is under contract in Norwich.

Very truly yours, A. W. Smith, Jr., General Sales Manager.

AWS:B

[f. 6498] EXHIBIT 887

August 9, 1934.

A. W. Smith, Jr., General Sales Mgr., Warner Bros. Pictures, Inc., 321 West 44th Street, New York, N. Y.

DEAR MR. SMITH:

On May 22nd, I sent you a telegram as follows:

"I desire to buy or lease at least fifty percent of your 1934-1935 product for use at Smalley's Theatre, Norwich, New York stop Please have your representative contact me immediately".

Up to this date your representative has not called on me or communicated with me and I again request that you have him contact me at once because I desire to buy or lease at least fifty percent of your 1934-1935 product for Smalley's Theatre, Norwich, New York.

Very truly yours, William C. Smalley.

WCS/J
Registered (Return Receipt)

[fol. 6499]

Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros. Pictures
Vitaphone Short Subjects

Home Office, 321 West 44th Street, New York City

August 13, 1934.

Mr. Wm. C. Smalley,
Smalley's Theatres, Inc.,
Cooperstown, N. Y.

DEAR MR. SMALLEY:

Answering your letter of August 9th regarding our new season's product for Norwich, please be advised that we have a satisfactory account there and our present intention is to serve all of our new season's product to that account.

In the event that the situation changes, we will be glad to advise you.

Very truly yours, A. W. Smith, Jr., General Sales Manager.

AWS:B.

[fol. 6500]

EXHIBIT 888

Western Union

May 22, 1934.

A. W. Smith, Jr., General Sales Manager
Warner Bros. Pictures, Inc.,
321 West 44th Street, New York, N. Y.

I desire to buy or lease at least fifty percent of your nineteen thirty five product for use at Smalleys Theatre, Norwich, New York. Stop. Please have your representative contact me immediately.

William C. Smalley.

Day Letter.

[fol. 6502] Vitagraph, Inc.

Distributors of

First National Pictures Warner Bros. Pictures
Vitaphone Short Subjects

Home Office, 321 West 44th Street, New York City

May 24, 1934.

Mr. Wm. C. Smalley,
Cooperstown, N. Y.

DEAR MR. SMALLEY:

This will acknowledge receipt of your wire of May 22nd, in which you state that you desire to lease at least 50% of our 1943-35 product at Smalleys Theatre, Norwich, and request that our salesman call.

Please be advised that we have a satisfactory customer in Norwich, and are not in a position at this time to deal with you for our new season's product.

Cordially yours, A. W. Smith, Jr., General Sales Manager.

AWS:B.

[fol. 6503] EXHIBIT 889

United Artists Corporation

Film Center Bldg, 44th St. & 9th Ave., New York City

June 27, 1933.

Mr. William C. Smalley,
Cooperstown, N. Y.

DEAR BILL:

Will you kindly see to it that play dates are submitted to us as soon as possible in accordance with the list I left with you showing the undated pictures in your various towns—not forgetting the Disneys.

I'd appreciate very much having this cleaned up before I leave for the Chicago Convention so that I shall be in a position to show that everything is dated.

I have taken up the matter with Mr. Lichtman regarding a split in Norwich on the new product and Al told me to

work out a split with you when I get back from Chicago. At this time I might also advise that I received a telegram from Mr. O. L. Van Horner, representing himself as your Attorney concerning the new season's product for Norwich, and I replied to him by separate letter to this effect. With kindest regards,

Sincerely yours United Artists Corporation, Moe Streimer, Sales Manager,

MS:E

[fol. 6504] EXHIBIT 891

August 9, 1934.

Al Lichtman, General Manager
United Artists Corporation
729 Seventh Avenue
New York, N. Y.

DEAR MR. LICHTMAN:

On May 22nd, I sent you a telegram as follows:

"I desire to buy or lease at least fifty percent of your 1934-1935 product for use at Smalley's Theatre, Norwich, New York stop. Please have your representative contact me immediately."

Up to this date, your representative has not called on me or communicated with me and I again request that you have him contact me at once because I desire to buy or lease at least fifty percent of your 1934-1935 product for Smalley's Theatre, Norwich, New York.

Very truly yours, William C. Smalley.

WCS/J.
Registered (Return Receipt).

[fol. 6505] United Artists Corporation

Home Office, 729 Seventh Ave., New York

August 14th, 1934.

Mr. Wm. C. Smalley, Smalley's Theatres, Inc., Cooperstown, N. Y.

DEAR MR. SMALLEY:

We are in receipt of your esteemed letter of the 9th.

We have an appointment in the near future to talk with the Schine Theatrical Enterprises who bought our product in Norwich last year. If we can arrange to sell you some of our pictures at Norwich we will be glad to do so.

Frankly, we have an obligation for all the pictures to Schine inasmuch as he bought them last year. Also because they are good customers of ours and they usually buy our pictures for all their theatres.

However, we will tell Mr. Schine at the time we negotiate with him of your desire to buy some of our pictures, and all things being equal we would like to accommodate you.

Just as soon as we see Mr. Schine we will communicate with you either through Mr. Streimer or our Mr. Harry Gold.

Thank you for your interest.

Sincerely yours, United Artists Corporation, ——
——, Vice-Pres. & Gen'l Mgr.

AL-R.

[fol. 6506] EXHIBIT 892

November 2, 1933.

Mr. Moe Streimer, United Artists Corporation, New York, N. Y.

DEAR MR. STREIMER:

We are asking once more for the opportunity to buy or lease from your Company an equal split of your 1933-34 product, as previously promised, for our Smalley Theatre, Norwich, New York.

Very truly yours, William C. Smalley.

WCS/J.
Registered (Return Receipt).

[fol. 6507] EXHIBIT 893

November 9, 1933.

Mr. Moe Streimer, United Artists Corporation, New York, N. Y.

DEAR MOE:

I note that I'm No Angel, Tugboat Annie, Gold Diggers and other pictures are playing Norwich four days, but your pictures such as The Bowery are only playing two days.

I fail to see the drift of Schine's letter to you and your statement that although Schine bought all of your product, there should be plenty left.

Schine is not only demanding all of your product, but he is demanding the product of every other Company, including Monogram.

I am today taking the matter up with the proper authorities in Washington to see if I shall have 50% of the United Artists' pictures.

Mr. Rosenblatt informed me that I was to have an equal split of pictures from various companies, until I had enough to operate my theatre in Norwich. I had already told him that you promised me 50% of your product but after receiving your last letter, I shall, of course, have to refute this statement.

Very truly yours, William C. Smalley.

WCS/J.

[fol. 6508] EXHIBIT 894

United Artists Corporation
630 Ninth Avenue, New York City

November 11, 1933.

Mr. William C. Smalley, Cooperstown, N. Y.

DEAR BILL:

I have your letter of November 9th, and in reply want to advise that I am going to be in Gloversville on Tuesday of this coming week, at which time I am going to try to force an issue direct with the Schines for a split in Norwich.

I will advise you of the results of my efforts, which I hope will be successful.

With kind regards,

Sincerely, United Artists Corporation, Moe Streimer, Sales Manager.

MS:E.

[fols. 6509-6510] EXHIBIT 896

Western Union

June 26, 1933.

To Nate Sauber, Manager, Street and No. Universal Film Exchange, Place, 1054 Broadway, Albany, New York.

Smalley Theatres desire the opportunity to buy or lease at least fifty per cent of your nineteen thirty three nineteen thirty four product first run for Smalleys theatre, Norwich, New York. Our percentage of product to be on equitable basis.

O. L. Van Horne, Attorney, Smalley Theatres.

Night Letter.

[fol. 6511] Universal Film Exchanges Inc.

1054 Broadway, Albany, N. Y.

July 10, 1933.

Mr. O. L. Van Horne, c/o Smalley Theatre, Cooperstown, N. Y.

DEAR SIR:

Answering your telegram of June 26th, with regards to your request for fifty percent of our 1933-34 product for showing at the Smalley Theatre, Norwich, wish to advise that we are not in position to make available for sale any of our product.

We are serving the Schine Theatrical Enterprises, who are now operating in Norwich, under a franchise agreement, which has been in effect since August 1st, 1931. This par-

ticular franchise covers all towns they are now operating, or any additional theatres they might acquire during the life of our agreement.

In accordance with the workings of this franchise, we have no alternative but to make available to Schine's Norwich Theatre, all of the product we intend releasing during the 1933-34 season.

Very truly yours, Universal Film Exchanges, Nate Sauber Branch Mgr.

NS:EA.

[fol. 6512] EXHIBIT 897

November 2, 1933.

Mr. Nate Sauber, Universal Film Exchange, Albany, New York.

DEAR MR. SAUBER:

We are asking once more for the opportunity to buy or lease from your Company, a reasonable portion of your 1933-34 product for Smalley's Theatre, Norwich, New York.

Very truly yours, William C. Smalley.

WCS/J.
Registered (Return Receipt).

[fol. 6513] Universal Film Exchanges Inc.

1054 Broadway, Albany, N. Y.

Registered Return Receipt Requested

Nov. 4, 1933.

Mr. Wm. Smalley, Smalley Theatre, Cooperstown, N. Y.

DEAR MR. SMALLEY:

Replying to your communication of the 2nd, again wish to advise that we are not in position to offer your theatre in Norwich any portion of our 1933-34 feature product.

If you will recall, we stated in our recent communication that Universal was tied up with Schine's theatres on a franchise arrangement, whereby we are obligated, by the

terms thereof, to make available our feature product to all Schine theatres.

Very truly yours, Universal Film Exchanges, Nate Sauber, Branch Manager.

NS:EA.

[fols. 6514-6515] EXHIBIT 899

Copy

Western Union

Cooperstown, N. Y., May 27, 1940.

To Abe Montague, General Sales Mgr.

Street and No.: Columbia Pictures Corp., 729 Seventh Avenue.

Place: New York.

We are requesting once more as we have in the past the right to buy a fair portion or an equitable split of your companys first run 1940-41 product for Smalleys Norwich Theatre Norwich New York. We are willing to pay the same price flat or percentage that you receive for a situation of this kind. We are badly in need of product in this situation to keep our theatre open. Our Norwich Theatre is equal to any theatre in a situation of this size. Prompt reply requested.

William C. Smalley, Smalley Theatres, Cooperstown, N. Y.

Night Letter.

[fol. 6516] EXHIBIT 900

December 4, 1939.

Mr. Irving Moross, Legal Department, Columbia Pictures Corp., New York.

DEAR SIR:

We have your letter of November 13th in reference to product for Smalley's Theatre, Norwich, New York.

It is evident that you have been misinformed because we have not been offered a split of the Columbia product for the past number of years for Smalley's Theatre, Norwich, New York. The only pictures we have been offered are the slough pictures which were rejected by the Schine Enterprises.

A number of years ago, we enjoyed a split of the Columbia product in Norwich but for the past few years, we have been refused a split. Schines having received the pick of the Columbia product.

Very truly yours, W. C. Smalley.

WCS/J.

[fol. 6517] EXHIBIT 901

Postal Telegraph

UK37 26 Ser 3 Extra S1 New York NY 4-545P

1939 May 4 PM 6 16.

O. L. Vanhorne, Attorney, Cooperstown, N. Y.

Retel we have existing franchise with Mr. Schine for two years. Therefore regret cannot at this time consider proposition expressed in your wire.

Abe Montague, General Sales Mgr., Columbia Pictures Corp.

[fols. 6518-6519] EXHIBIT 902

Copy

Western Union

May 2, 1939.

To Abe Montague, General Sales Manager.
Street and No.: Columbia Pictures Corp.
Place: 729 Seventh Avenue, New York, N. Y.

Per Federal Officials advise we are requesting once more as we have many times in the past the right to buy a fair portion or an equitable split of your companys first run 1939-40 product for Smalleys Norwich Theatre, Norwich, New York. We are willing to pay the same price flat or percentage that you are receiving for a situation of this kind. Prompt reply requested.

O. L. Vanhorne, Attorney for William C. Smalley, Cooperstown, New York.

[fol. 6520] EXHIBIT 903

UNITED ARTISTS

Clearances

(1940-41)

Cleveland Territory

Ashland (Ohio or Palace): 7 days ahead of Loudenville, Lodi and New London. 90 days over second run.

Bucyrus (Bucyrus, State or Sothern): 90 days over second run.

Fostoria (Civic, State or Roxy): 90 days over second run. 7 days over Carey.

Kent or Ravenna (Kent or Ravenna): 90 days over second run.

(Kent or Ravenna): Second run.

Norwalk (Forum or Moose or new House): 7 days over Huron, New London, Willard, Bellevue and Milan. 90 days over second run.

Tiffin (Ritz, Grand or Tiffin): 90 days over second run.

Van Wert (Van Wert or Strand): 60 days over second run.

Wooster (Wooster or Wayne): 14 days over Orville, Rittman and Wadsworth.

Bellefontaine (Holland): 30 days ahead of Lakeview, DeGraff and West Liberty.

Shelby (Castamba): 60 days over second run.

Bowling Green (Clazel or Lyric): First run.

Delaware (Strand or Star): First run.

Medina (Medina or Princess): First run.

Mt. Vernon (Vernon or Vine or Memorial): First run.

It is understood and agreed that the above clearances apply to the 1940-41 contracts and approval of the contracts is an automatic approval of the above clearances.

United Artists Corp., by B. M. Stearn; Schine Enterprises Corp., by G. V. Lynch.

[fol. 6520a]

EXHIBIT 958

Clearances

Amsterdam (Rialto, Strand or Regent): 30 days ahead of Broadalbin, Fonda and Johnstown.

Ballston (Capitol): First run.

Carthage (Strand): 90 days over City of Carthage. 14 days over Lowville.

Glens Falls (Rialto or Empire): 14 days ahead of Hudson Falls and Fort Edward. 7 days ahead of Lake George. 60 days ahead of second run Glens Falls.

(Empire): Second run. 60 days ahead of third run.

Gloversville (Glove or Hippodrome): 45 days over Johnstown. 30 days over Broadalbin, Mayfield, Sacandaga Park, Fonda, Northville and Canajoharie.

Hamilton (State): 21 days ahead of Waterville and Oriskany Falls.

Herkimer (Liberty): 21 days from last date of first run Utica. 14 days ahead of Frankfort and Mohawk.

Hudson Falls (Strand): 14 days after first run Glens Falls. 14 days ahead of second run Glens Falls. 14 days ahead of Fort Edward.

Ilion (Capitol): First run. 30 days over Mohawk and Frankfort. 21 days over Richfield Springs.

Little Falls (Rialto or Hippodrome): 90 days over City of Little Falls. 14 days over Fort Plain. 30 days over St. Johnsville and Dolgeville.

Malone (Malone): 30 days ahead of Brushton and Chateaugay and Fort Covington.

Massena (Massena): 30 days ahead of Norfolk. 60 days over second run.

Mechanicville (State): First run.

Norwich (Colonia): 30 days over Sherburne, Oxford, Greene, New Berlin and Sidney.

Ogdensburg (Strand or Pontiac): 30 days ahead of Waddington, Canton and Norwood.

Oneonta (Oneonta or Palace): 30 days ahead of Morris, Delhi, Cooperstown, Stamford, Hartwick and Worcester.

Saranac Lake (Pontiac): 30 days ahead of Lake Placid with open booking during the periods June 15th to Sept. 15th; Jan. 15th to February 15th. 90 days over Saranac Inn.

[fol. 6520b] Tupper Lake (State): 30 days ahead of Faust and Sun Mount.

Watertown (Avon or Olympic): 30 days ahead of Adams, Sacketts Harbor, Antwerp, Philadelphia, Dexter and Theresa. 60 days first run over second run.

(Olympic or Palace): Second run. 60 days ahead of third run.

Whitehall (Capitol): First run.

Ashland (Opera House or Palace): First run. 7 days ahead of Loudonville, Lodi and New London. 90 days over second run.

Bucyrus (Bucyrus, State or Southern: First run. 90 days over second run.

Fostoria, Civic, Roxy or State): First run. 90 days over second run. 7 days over Carey.

Kent or Ravenna (Kent, Opera House or Ravenna): First run. 90 days over second run.

(Kent or Ravenna): Second run.

Norwalk (Forum or Moose): First run. [illegible] days over Huron. New London, Willard, Bellevue and Milan. 90 days over second run.

Tiffin (Tiffin, Ritz or Grand): First run. 90 days over second run.

Van Wert (Van Wert or Strand): First run, 90 days over second run.

Wooster (Wooster or Wayne): First run. 14 days over Orville, Rittman and Wadsworth.

Easton (Avalon or Music Hall): Ahead of St. Michaels and Hurlock.

Federalsburg (Federal): Ahead of Hurlock.

Hurlock (Hurlock): 14 days after Cambridge. 7 days after Federalsburg.

Salisbury (Arcade or Wicomoco): 14 days ahead of Berlin, Snow Hill, Princess Anne and Ocean City—if played 14 days after National release date.

Athens (Athena, Ohio or Court): First run. 14 days over Nelsonville. 30 days clearance after national release date in Athens County.

Lexington (Kentucky, Ben Ali, Strand or State): First run. 60 days over second run at State. 90 days over Opera House and Ada Meade. 14 days over Georgetown and Cynthiana.

Bellefontaine (Holland): 30 days ahead of Lakeview, DeGraff and West Liberty.

[fol. 6520c] Shelby (Castamba): 60 days over second run.

Maysville (Russell): First run. 14 days over Flemingsburg and Augusta, Ripley, Manchester and Brooksville. 60 days over second run.

Paris (Bourbon): First run.

Piqua (Piqua or Miami): Open availability with Troy, Sidney and Greenville.

Richmond (Madison or State): First run.

Auburn (Jefferson or Palace): Second run. 60 days over third run. 30 days over Weedsport.

Bath (Babcock): 30 days ahead of Hammondsport, Cohocton, Prattsburg and Savona.

Buffalo (Granada): 14 days ahead of Varsity, Central Park, Little Kensington and Williamsville. Open booking with Kenmore.

(Riverside): Immediately after Shea's North Park. 14 days ahead of Unity, Jubilee, Kenmore, N. Y., Rialto, Circle, Senate, Allendale, Marlowe, Park and Pastime.

Canandaigua (Playhouse): 14 days ahead of Naples, N. Y. 30 days ahead of Clifton Springs.

Corning (Fox or State): 30 days ahead of Painted Post and Addison. 60 days over City of Corning.

(State or Palace): Second run. 60 days over third run.

Cortland (State or Temple): 30 days ahead of Marathon, Groton, Homer, McGrawsville, Tully and Moravia.

Geneva (Geneva or Regent: 30 days ahead of Lyons, Waterloo, Palmyra, Clifton Springs, Manchester, Phelps and Clyde.

Lockport (Palace, Rialto or Hi-Art): 30 days ahead of Newfane and Middleport.

(Rialto or Hi-Art): Second run.

Newark (Capitol): 30 days ahead of Clyde, Lyons and Palmyra.

Oswego (Strand or Capitol): 30 days ahead of Fulton, Minetto, Pulaski, Mexico.

Penn Yan (Elmwood): 30 days ahead of Dundee.

[fol. 6520d] Rochester (Cameo): 14 days ahead of Lyric, Empress and Rivoli. Immediately after Madison and Monroe Theatres.

(Grand) Immediately after Fennyvessy's Madison and Monroe Theatres. Open booking with Strand. 14 days ahead of Embassy and Empire Theatres. 7 days ahead of Rivoli Theatre.

(Lake) Immediately after Fennyvessy's Madison and Monroe Theatres.

(Riviera or Liberty) Second run. 14 days ahead of Hudson, Aster, Hub, Sea Breeze, N. Y. 21 days over subsequent runs. 30 days ahead of Lake and Hollywood Theatres.

(Liberty-repeat) Second run. To be played within 21 days clearance of Riviera.

(State or Dixie) Second run. 21 days over subsequent runs. 30 days ahead of Plaza. 14 days ahead of Webster Theatre.

State or Dixie—repeat) Second run. To be played within the 21 days clearance of Dixie or State. 14 days ahead of Webster Theatre, Plaza and Culver Theatres.

Salamanca (Andrews): 30 days ahead of Little Valley, Randolph, Ellicottville and Franklinville. Open booking with Olean.

Seneca Falls (Strand): 30 days ahead of Waterloo. 120 days over second run.

United Artists Corporation (By B. M. Stearn);
Schine Enterprises Corporation (By G. V. Lynch).